



GENERAL CONDITIONS OF SALE

1. Definitions

In these conditions 'the company' means BESPOKE CONCRETE PRODUCTS LTD., and 'the customer' means the person or company to whom this document is addressed.

2. Conditions

These conditions shall form the basis of the contract between the company and customer. Notwithstanding anything to the contrary in the customer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by the head office of the company. No servant or agent of the company has power to vary these conditions orally, or to make representations or promises about the condition of the goods, their fitness for any purpose or any other matter whatsoever.

3. Order Acceptance

Unless otherwise expressly stated in writing, all quotations and estimates by the company are invitations to treat. The customer's order is an offer and will become binding upon the company posting its confirmation of the order. A confirmed order may only be cancelled or varied with the company's consent; the giving of the company's consent shall not in any way prejudice the company's right to recover from the customer full compensation for any loss or expense arising from such cancellation or variation.

4. Guarantee

The customer shall carry out a thorough inspection of the goods at the time of their delivery and shall give written notification to the head office of the company of any defects. In the case of other defects, the customer shall give written notification within 6 months from the date of delivery of (if the goods have been supplied by the company under a main contract with a defects liability period) the end of the defects liability period whichever is the shorter.

Subject to compliance with the above obligations, which shall be a condition precedent to the company's liability, the company will repair or replace (at its option) any components of the company's manufacture which fail due to faulty materials or workmanship in the case of components or products. In the case of components or products not of the company's manufacture but supplied by the company as part of a contract or order, the company will assign to the customer its rights against its supplier and these rights shall be taken in extinction of and substitution for any rights which the customer would otherwise have had against the company.

The liability of the company under this guarantee shall be limited to the invoice value of the components replaced or repaired and the company shall not be liable for any consequential loss or damage howsoever caused. It shall be the duty of the customer to insure against such consequential loss and to hold the company harmless thereafter.

5. Delivery

(1) Unless otherwise stated, all quotations and estimates assume delivery in full loads in multiples of 28 tonnes. The company reserves the right to charge extra for delivery in part loads where requested by the customer.

(2) The company will deliver as near as possible to the site as a safe hard road permits. The customer shall provide at his own expense the labour for unloading and stacking; such labour to be available during normal working hours on the day notified by the company for delivery. The customer shall unload with reasonable despatch, waiting time on site (including time taken to offload) in excess of two hours will be chargeable. Damage due to inadequate site access or careless unloading shall be at the customer's risk.

(3) The customer shall note any claim for short delivery and/or for damage to components on the delivery schedule at the time of delivery and shall confirm such claims in writing together with photographic or witness proof (by the delivery driver) on the company's copy of the delivery schedule. Compliance with this requirement shall be a condition precedent to any claim for short delivery and/or damaged components. If short delivery does take place, the customer undertakes not to reject the goods but to accept the goods delivered as part performance of the contract.

(4) The company undertakes to use its best endeavours to despatch the goods on a promised delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stipulated in writing. If delivery is delayed by strikes, lockouts, fire, accidents, defective material, delays in receipt of raw materials or brought-in goods or components, or any other cause beyond the reasonable control of the company a reasonable extension of time for delivery shall be granted and the customer shall pay such reasonable extra charges as shall have been occasioned by the delay.

(5) Where the goods are not delivered by the company, but by an independent carrier, delivery to the carrier shall be delivery to the customer.

(6) If the customer fails to take delivery on the agreed delivery date or, if no specific delivery date had been agreed, when the goods are ready for despatch, the company shall be entitled to store and insure goods and to charge the customer the reasonable costs of so doing and tender its account for the price under condition 9.

6. Cost Variation/Additional Costs

(1) All quotations and estimates issued by the company are, unless otherwise stated, based on current cost of production (materials, hours and wages) and are subject to amendment on or after acceptance to meet any recognised rise or fall in such cost, based on material prices index for precast concrete products, department of industry, code no. 4692,4000 2nd series.

(2) Where the company is asked to carry out work off site, where that work does not come under condition 9, the company shall charge individual personnel at £45/hour starting from the time of leaving the factory until the time of return. The minimum charge shall be £130. All plant, materials and equipment required shall be charged at cost + 25%.

7. Government Taxes and Levies

Any variation in prices quoted as a result of government taxes and levies will be for the customer's account.

8. Design

It is the buyer's responsibility to ensure that all necessary approvals have been granted before manufacture commences. The company will assist in supplying drawings and calculations when requested to do so. No design work or calculations will be issued prior to the placing of a firm order or contract. An additional charge will be made for any design work or drawings required over and above those normally supplied by the company. It is the buyer's responsibility to satisfy himself that the drawings, calculations and specifications are correct, as no responsibility for errors or omissions will be accepted by the company once the buyer has approved details submitted. The company's responsibility in any event is solely confined to its own manufactured components and does not extend to other products or components or overall structural or architectural considerations.

9. Terms of Sale

The customer shall pay strictly nett 30 days from date of invoice and invoices shall be raised on casting unless otherwise agreed. The customer shall pay interest on overdue accounts of 8 percent above BOE Bank base rate, accruing daily. If the customer shall fail to pay promptly, he shall lose the benefit of any previously agreed discount. The ownership of materials delivered by the company shall only be transferred to the customer when the customer has met all that is owing to the company on whatever grounds. Any moulds used to manufacture the good will at all times remain the property of Bespoke Concrete. The risk of accidental deterioration or destruction shall pass on delivery and the customer shall pay all accounts against such risk. The customer shall pay all accounts in full and not exercise any rights of set-off or counterclaim against invoices submitted.

10. References

All orders are accepted subject to trade references being satisfactory.

11. English Law

English Law shall be the proper law of the contract.