

## TERMS AND CONDITIONS OF SALE - 2020

### QUOTATIONS

Our quotations are open for acceptance for a period of three calendar months from the date of issue unless otherwise agreed or stated. We reserve the right to amend the price of the works or withdraw, in part or in total, the offer to undertake the work if this period elapses

All prices quoted exclude VAT, which will be due at the standard rate set by the HMRC Treasury at the date of invoice

All quotations are offered subject to the terms and conditions contained herein unless otherwise expressly stated by JC Surfacing or as agreed within a contract

### ACCEPTANCE AND CANCELLATION

Unless otherwise agreed and confirmed in writing by our Company, acceptance of the quotation shall be deemed to include acceptance by the Purchaser of these terms and conditions and no other terms and conditions shall subsequently be applied

Orders given by the Purchaser shall only be cancelled with the written consent of the Company and any cost incurred by JC Surfacing during the order and cancellation period shall be claimed from the purchaser

### PAYMENT for Goods & Services

Invoices shall be raised and electronically issued by JC Surfacing immediately upon completion of the ordered work or shortly thereafter

Unless otherwise agreed and confirmed in writing by the Company, payment shall become due 30 days from the date of the issued invoice

Unless otherwise agreed and confirmed in writing by the Company, no discounts and/or retentions shall be deducted from any payment due

Interest at the rate of 2 ½ % per calendar month, or part thereof, shall be charged on all monies outstanding after the relevant due date. Should payment, including any and all interest charges, not be received in full within three calendar months of the date of the original invoice, the Company shall commence appropriate legal proceedings to recover the debt together with all other costs and expenses incurred by the Company in such recovery

If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

Cancel the contract or suspend any further deliveries to the Buyer;

Charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above Bank of England base rate until payment is received in full

Prior to acceptance of any order on credit terms the Seller shall have the right to seek credit references from the Buyer.

### RETENTION OF TITLE

Risk shall pass on delivery of goods to the Purchaser but title to the goods shall remain with the Company until payment in full has been made to the Company by the Purchaser in respect of the said goods and for any other goods or services for which payment may remain outstanding

Until payment is received, the Purchaser shall insure all such goods against normal risks and ensure that they are free from any charge, lien or other encumbrance

In the event of failure to remit payment, the Purchaser shall afford access to the Company or its servants to collect such goods and shall not prevent the Company from using any of same in the normal course of its business

### DISPUTES AND SET OFF

The Purchaser shall not withhold any monies due to the Company under any agreement between the parties as a result of any disputed claim against the Company

### 6. LIMIT OF LIABILITY

The Company warrants that its goods and services are fit for the purpose specified by the Purchaser, any other warranty or guarantee shall be excluded

The liability of the Company in respect of any direct loss or damage arising from its default shall be limited to the value of the contract works and the Company shall not in any circumstance be liable for any indirect or consequential loss or damage howsoever arising

### 7. TERMINATION

Without prejudice to any other rights it may possess, the Company shall have the right to suspend or terminate the contract between the parties if:

The Purchaser fails to pay any monies invoiced by and due to the Company

The Purchaser commits any breach of contract

The Purchaser enters liquidation or administration or has a receiver appointed or commits any act of insolvency or bankruptcy

### 8. FORCE MAJEURE

The Company may suspend the works during any period in which it is prevented from delivering goods and services through any circumstances outside of its reasonable control

### 9. DATA PROTECTION ACT

The Company may record any failure by the Purchaser to comply with the credit terms contained herein and may make such information available, if requested, to organisations whose normal business is to assess applications for credit

