

# BUSINESS ACCOUNT TERMS & CONDITIONS OF SALE

Consumer Terms and Conditions are available upon request

**In these Terms "the Company", "We" shall mean Palladium Ltd, also trading as Palladium Building Supplies. The statutory rights of a Buyer dealing as a Consumer are not affected by these terms**

## 1. QUOTATION/PRICE

- (a) Quotations are made without commitment, and no agreement binding on the Company shall come into force until the Company has accepted an order by written confirmation, or implicitly by despatch of the Goods.
- (b) Quotations are open for acceptance for a period of two weeks. Prices quoted are those current at the time of quotation, and the Company reserves the right to invoice at the price ruling at the date of delivery.
- (c) Unless otherwise stated prices are exclusive of VAT which will be charged at the rate in force at the time of the sale.
- (d) Where delivery is quoted as ex-stock, this is subject to the Goods remaining unsold at the time the purchase order is received.
- (e) To cover the cost of processing small orders, a minimum invoice charge of £3.00 will be applied.

## 2. ORDERS

When ordering, give the quotation reference if any. Please indicate clearly the goods required including size and quantity, and if possible give our catalogue or page reference. We always try to understand customers' requirements but we can accept no responsibility for costs incurred through incorrect ordering.

## 3. DELIVERY

- (a) The Company will use all reasonable endeavours to make delivery by the quoted or required date, but shall have no liability to the Buyer for any delay in delivery (unless time of delivery is expressly made essence of the contract in which event if delivery is late the Company will accept the return of the Goods if unused and refund their purchase price paid but shall have no further liability).
- (b) Where the Company agrees to deliver the Goods to the Buyer this shall be to the nearest point on a roadway suitable in the opinion of the driver for the vehicle used.
- (c) In the event of a driver being requested to enter onto private property, the property owner shall accept responsibility and agree that the company will incur no liability in regard to any damage caused as a result.

## 4. CANCELLATION

Orders may not be cancelled by the Buyer except with our written agreement, and we reserve the right to make a charge in respect of cancellation. Orders for Goods which are made or obtained to the Buyer's special requirements may not be cancelled.

## 5. PACKAGING

Packaging and containers which are charged and returnable will be credited on return, carriage paid, in good condition to the consignor.

## 6. NOTIFICATION OF LOSS, DAMAGE, ETC. IN TRANSIT

Any loss, damage, breakage or pilferage in transit or to Goods despatched by carrier (road, rail or post) must be notified in writing to the carrier and also to us within three days of delivery, and details of the claim similarly notified within seven days. Any such occurrence to Goods delivered on our own vehicles must be similarly notified to us within the same periods. Any obvious damage to Goods or crates should be noted on the carrier's delivery sheet at the time of delivery.

## 7. RETURNS

- (a) No Goods may be returned by a Buyer without the prior consent of the Company.
- (b) When returning Goods for credit, the original invoice/delivery note number must be supplied together with the reason for return.
- (c) If items are returned for no good reason the Company reserves the right to make a re-stocking or handling charge to the Buyer.
- (d) No liability can be accepted for loss or damage to Goods returned by the Buyer without the consent of the Company.
- (e) If there is any discrepancy between Goods advised as returned and the actual Goods received, the Company will only credit the Goods actually received.

## 8. ILLUSTRATIONS

Illustrations, if supplied, are intended to fairly represent the articles, but cannot be taken as exact in detail, and shall not form part of any contract of sale.

## 9. SUITABILITY

The Company does not guarantee Goods supplied as being suitable for any particular purpose or application, even if it has been made aware of the proposed use.

## 10. LIABILITY

In the event of a dispute arising from any sale of Goods the liability of the Company shall be limited to the price of the Goods. The Company will not accept any claim unless notified within six months of the date of sale.

## 11. PAYMENT

- (a) Where credit facilities have been allowed, settlement is due by the end of the month following that in which delivery is made.
- (b) Should the agreed credit limit be reached before the normal settlement date, then monies will have to be paid before further supplies can be made.
- (c) In the event of a payment becoming overdue, then all monies will immediately be deemed overdue.
- (d) Late payments are liable to interest charged at 8% above Base rate per full or part month, and possible closure of account without reference to yourselves.
- (e) The Company understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if it is not paid according to agreed credit terms.

## 12. TITLE TO GOODS

- (a) Property, legal or beneficial, in any Goods supplied by the Company shall pass to the Buyer only when the Company has received full payment for the Goods.
- (b) Goods in respect of which property has remained with the Company shall be kept identifiable as those of the Company, and the Buyer shall at its own expense immediately return such Goods to the Company, or permit the Company to enter into the Buyer's premises to collect such Goods should the Company so request.
- (c) Risk shall pass to the Buyer with possession of the Goods.

## 13. DEFAULT

The Company shall be entitled to cancel or suspend all outstanding orders and contracts if the Buyer shall have failed to make any payment due to the Company in respect of any order or contract, have a receiver appointed, go into liquidation or bankruptcy, or cease to trade.

## 14. DATA PROTECTION

If You are an individual or a group of individuals You agree that We may:-

- (a) Seek, hold and process any information obtained about You as a result of applications You have made to Us for credit and/or in connection with this or any other contractor agreement You may have with us.
- (b) Use this information for credit assessment purposes and to administer and operate the credit account granted to You and to monitor and analyse the conduct of that credit account and to assess your credit limit.

We will not disclose any information we hold about You except to licensed credit reference agencies, other suppliers and creditors to help us and others make credit decisions, to help prevent or detect fraud or other crimes and to trace debtors, on a confidential basis to our agents and subcontractors, to insurance companies for the purposes connected with insurance products that relate or might relate to your credit account, to any person to whom we propose to transfer our rights and/or responsibilities under this Contract and to the extent we are required or permitted to do so by law.

## 15. GENERAL

These conditions of sale shall apply to every agreement entered into by the Company for the sale of Goods and shall accordingly over-ride any conditions attached to or printed on or referred to in any order form or other document emanating from the purchaser and delivered to the Company prior to, at the time of or after the conclusion of a bargain for the sale and purchase of any Goods by the Company to the Buyer.

## 16. ERRORS AND OMISSIONS

Typographical or clerical errors or omissions in any document are subject to revision without penalty or prejudice.

## 17. APPLICABLE LAW

Any contract for the sale of Goods by the Company shall be governed and construed in accordance with English Law.

**Please find on back of form a list of telephone contacts by department.**