



Head Office: Units 2, 3 & 4, Treviskey, Lanner, Redruth, Cornwall, TR16 6AS

01209 822230

sales@westcountryslate.co.uk

Terms & Conditions of Sale

Notation

It is understood that the reference to the seller refers to Westcountry Slate Supplies Limited and the purchaser means the person, firm or company placing an order with the seller.

Terms

Payment is due by the terms set out by the seller, if payment is not made within this period, unless special conditions were previously agreed, no further goods will be dispatched nor services performed until the account has been settled. The seller reserves the right to calculate daily interest on the outstanding monies owed, this will be charged at 5% above the Bank of England Base Rate on the day prevailing. Should an outside source be required to collect payment, the account will be closed forthwith and any further transactions will only take place, on a 'payment before delivery' basis.

Warranty

The seller shall use all reasonable endeavours to ensure that the goods and/or services are in accordance with any specification or standard agreed and will use all reasonable endeavours to pass on to the purchaser the benefit of any warranty given by the manufacturer of the goods. The purchaser will be fully responsible for the correct installation/ use of the goods and/or services to the relevant standards to ensure that any warranties given by the manufacturer are valid. The seller accepts no responsibility for any faulty goods and/or services not installed/used to the correct standard. Any defective goods must be presented and returned to the Seller, any Purchaser making a claim for defective goods cannot do so if no defective goods are shown to the seller. The Seller will only replace defective goods inline with industry practices and manufacturer advise and after any breakage or wastage element has been removed from the quantity.

Defects/Damages

The goods delivered or services performed shall be conclusively presumed to be in all respects in accordance with the contract unless the purchaser notifies the seller otherwise within 24 Hours of the delivery. Claims will only be entertained by the seller if the goods are still in the original state and have not been treated or processed. If the purchaser establishes to the seller's reasonable satisfaction that there has been a breach of warranty or the goods and/or services are not in accordance with the contract, the Purchaser's sole remedy shall be limited (at the sellers option) to replacement of goods or a refund of the purchase price in each case (other than non receipt) against return of goods. Goods delivered in accordance with any contract may not be returned without the seller's agreement and on such terms it thinks fit.

The purchaser's own materials will be processed or treated in accordance with any contract but the seller does not accept liability for the costs of replacement materials in the event of a mistake or fault occurring.

Delivery

Deliveries will be made in accordance with our Ordering, Collections, Deliveries & After-sales policy. A copy of which can be found at www.westcountryslate.co.uk/company-policies



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Liability

Nothing in these conditions affects the statutory rights of a purchaser where goods or services are sold to a person dealing as a consumer (as defined in the Unfair Contract Terms Act 1977). Nothing in these conditions shall exclude the liability of the Seller for death or personal injury resulting from its negligence insofar as the same is prohibited by a United Kingdom statute. Save as expressly provided in these conditions, all terms, conditions, representations and warranties (whether expressed or implied) are excluded to the fullest extent permitted by law.

Subject to any other limitation or exclusion of liability in these conditions, the maximum aggregate liability of the seller, its employee and agents for breach of any contract or otherwise in connection with that contract (including for breach of any statutory duty and any tortious act or omission including negligence) shall so far as permitted by law be limited to the price paid to the seller under the contract.

The Seller shall not be liable for any loss of profits or goodwill nor any special, indirect, economic or consequential loss. The Seller shall not be liable for any delay or failure in the performance of its obligations under any contract to the extent due to circumstances beyond its control.

Retention of Title of Goods

Risk in the Goods shall pass to the Purchaser immediately on delivery to the Purchaser. The title in the goods shall not pass to the purchaser until all sums due or owing to the seller by the purchaser on any account have been paid. While the goods are property of the seller, the purchaser shall keep them safe, insured and separate and identifiable from all the goods in its possession, and the seller may (in addition to any other rights he may have) under any land or buildings where the goods are located and repossess and sell the goods.

Director/s Guarantee

The purchaser guarantees the seller all monies owed on the account held. If the purchaser's company were to enter any form of bankruptcy, administration or voluntary arrangement the Directors of the purchaser's company therefore (by signing this account application) will personally guarantee any outstanding balance on the purchaser's account and will be paid in full to the seller by the directors of the purchaser's company.

Quotations

Any quotation given by the Seller is an approximate quantity based on the information supplied by the Purchaser. Orders placed are on the understanding that the Purchaser takes full responsibility for verifying the quantities of goods and/or services ordered before ordering. The Seller will take no responsibility for any shortfall or excess of goods and/or services which may occur. Orders are placed in accordance with our Ordering, Collections, Deliveries & After-sales policy. A Copy of which can be found at www.westcountryslate.co.uk/company-policies

Payment

The Seller shall be able to choose a method of payment that suits them, all payments must be made in British Pound Sterling and by any electronic means. The Seller does not accept Cheques and has the right to choose the payment method which the Purchaser must use. It is the responsibility of the purchaser to ensure that the appropriate arrangements are made and it does not delay the payment date to the seller. Failure to make the correct payment arrangements to the Seller will be treated in the same manner as non-payment outlined earlier in the 'Terms'.