

# Westcrete Precast Concrete Ltd

## Terms & Conditions of Sale

### 1 Basis of Sale

1.1 All orders are subject to these conditions. If this is not acceptable the customer should contact us within 7 days and a full refund will be given for unopened and unused goods. Proof of purchase will be required.

1.2 Quotations are open for 30 days from their date, unless otherwise stipulated, and thereafter shall lapse.

1.3 The Purchaser shall be responsible for all measurements given to the Company for the purposes of calculating quotations and quantities.

1.4 As a consumer, you have certain statutory rights regarding the return of defective goods and claims in respect of losses caused by any negligence on the part of Westcrete Precast Concrete Ltd., or failure by us to carry out our obligations. These terms and conditions shall not affect your statutory rights. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens' Advice Bureau.

### 2 Goods

2.1 Materials and Goods supplied under this Contract will be of satisfactory quality and fit for their normal purpose. We will not be responsible for goods that are used for purposes other than that for which they are intended, goods which you have not taken reasonable care of or have otherwise misused.

2.2 All products are sold in accordance with the manufacturer's specification subject to any qualification or representation contained in the brochures, advertisements or other documentation.

2.3 Goods sold at discount prices as seconds, ex-display items or as substandard stock will be identified and will be stated to be sold as such.

2.4 If either you or we are in breach of the arrangements under this Agreement, neither of us will be responsible for any losses that the other suffers as a result, except those losses which are a foreseeable consequence of the breach. In the event that you are a customer purchasing for commercial purposes then no liability for loss of profits or other economic loss arising out of a breach of this agreement can be accepted.

### 3 Prices

3.1 We will clearly state the price, including all delivery and other charges and taxes, at the time your order is placed. The stated price will be the current price and takes precedence over any other price displayed in our price list or other literature.

### 4 Deliveries

4.1 Delivery dates will be arranged by mutual agreement either when the order is placed or when we receive any ordered goods, whichever is most convenient for both parties. We cannot, for practical reasons, give specific delivery times but will make every effort to accommodate your preference for morning or afternoon delivery subject to a slot being available.

4.2 We will make every effort to deliver goods within a reasonable time from the date of your order. However, we cannot be held responsible for any inconvenience arising from failure to effect delivery because of factors which could reasonably be considered to be outside our control, such as adverse weather conditions or unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns which are unexpected and could not have been prevented by the proper execution of a reasonable preventative maintenance programme. Should any delivery be delayed we will contact you to arrange the earliest alternative date.

4.3 Where we need to place your order with the manufacturer we will supply an estimate of the time it will take to obtain delivery from them. We will make every effort to deliver the goods within a reasonable time, but cannot be held responsible for any inconvenience arising from delays incurred by the manufacturer due to factors that could reasonably be considered to be outside our control, e.g. mechanical breakdowns at the manufacturing facility, ship docking schedules or for haulage reasons. We will inform you of any delays and arrange a mutually convenient alternative delivery date. If you prefer a substitution, we will replace your order with items of equal or superior standard and value at no additional cost to you.

4.4 Deliveries may be subject to a charge. Special orders and small deliveries may attract an additional charge to cover higher haulage and handling costs. All costs will be clearly itemised in pre purchase information provided to you.

### 5 Payment

5.1 Where we have mutually agreed that full payment with your order is not due, we may require a deposit for some orders, especially large or special orders, which will amount to 12.5% of the order value. Should you subsequently cancel the order we will be entitled to retain the deposit to cover our reasonable costs and any losses incurred.

5.2 Credit facilities are extended to account holders on the basis that payment is due in full 28 days from the end of the month in which purchases were made. We reserve the right to withdraw credit facilities if our terms are not strictly observed.

5.3 If full payment has not been made in advance or account facilities have not been granted, payment of the total price, less any deposit already paid, shall be made by the Customer to the Company as soon as delivery of the goods has been completed unless we have agreed alternative arrangements when you placed the order.

5.4 In the event of any alleged minor defect, the Customer shall not be entitled to withhold more than a proportionate amount of the sum due.

5.5 Failure to pay the outstanding amount in full on the due date will entitle the company to charge interest on the balance outstanding at the rate of 4 per cent compound interest above bank base rate. Should legal action become necessary to obtain payment the customer shall be responsible for all costs allowable by the court in favour of Westcrete Precast Concrete Limited.

### 6 Inspection of goods

6.1 You must tell us about any fault or damage as soon as is reasonably possible. In the event of a fault due to product failure, we will repair or replace the item, or part of it, issue a credit note or offer a partial or full refund of the purchase price, at the discretion of the purchaser.

6.2 The purchaser should contact us at the earliest reasonable opportunity to arrange for the collection of rejected, surplus and faulty goods.

### 7 Risk and Title

7.1 As soon as we have delivered the goods or services, you will be responsible for them.

7.2 We shall retain ownership of the goods until you have finished paying for them.

7.3 We may require the customer upon reasonable notice to arrange with us for the return of any unwanted goods, failing which we may take legal action to recover the goods or their value.

# Westcrete Precast Concrete Ltd

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## **8 Liabilities**

8.1 Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement. In the event that you are a customer purchasing for commercial purposes then no liability for loss of profits or other economic loss arising out of a breach of this agreement can be accepted.

8.2 We will not be liable for any damage to premises/property incurred as a result of moving/delivering goods under your express instruction, against our advice, and where to move the goods in a manner instructed will inevitably cause damage.

## **9 Cancellation**

9.1 Either party shall have the right to terminate this Contract within seven days. In the event of such termination by the Company, we shall refund to the Customer all sums paid. Where the customer terminates the agreement and a deposit has been paid we may retain this to cover our reasonable costs and any losses incurred. If you cancel and have paid in full we will refund your payment less a deduction to cover our reasonable costs and any losses incurred.

## **10 Substitution**

10.1 If, for any reason beyond the Company's reasonable control, the Company is unable to supply a particular product the Company will notify the Customer. With the agreement of the Customer the Company will replace it with an item of equal or superior standard and value at no additional cost to you.

## **11 General**

11.1 We reserve the right to record or monitor telephone calls for training and security purposes.

11.2 Westcrete Precast Concrete Ltd. collects only the personal information necessary to provide the goods or service you have requested. The information we hold about you will not be shared with any third party and will be kept secure. We may, with your agreement, use this information to advise you of new products, special offers and other promotions which may be of interest to you. If you would like further information on Data Protection please ask for a copy of our privacy policy.

## **12 Distance Selling Regulations**

12.1 For customers making purchases via our website and/or telephone the following terms also apply.

## **13 Cancellation**

13.1 You have the right to cancel within 8 working days after receipt of the goods. You will be supplied with all the required written information with your delivery. Should you wish to cancel your order you should contact us as soon as reasonably practical to arrange for collection or return of the goods and to receive a full refund.

13.2 Cancellation must be made in writing.

13.3 We will make refunds as soon as possible and in any event within 30 days.

13.4 If you fail to return the goods we will be entitled to take legal action to recover the goods or their value.

## **14 Terms applying only to Ready Mixed Concrete Supplies**

### **Orders**

14.1 The time and date of delivery shall be mutually agreed and the customer shall have facilities prepared for the acceptance of the concrete. The customer must also furnish us with reliable contact numbers to enable queries to be dealt with efficiently and in good time.

14.2 We will make every effort to deliver the concrete within 30 minutes of the stipulated time. However, we cannot be held responsible for any inconvenience arising from failure to effect delivery because of factors which could reasonably be considered to be outside our control, such as adverse weather conditions or unpredictable delays caused by traffic congestion, road works, diversions, delays incurred on other deliveries or mechanical breakdowns which are unexpected and could not have been prevented by the proper execution of a reasonable preventative maintenance programme. Should any delivery be delayed we will contact you to arrange the earliest alternative time.

14.3 If we are unable to batch the concrete due to a failure at our plant or due to freezing conditions, we will advise you and endeavour to find an alternative source or reschedule the order at the discretion of the customer.

14.4 The customer is responsible for ensuring that the correct grade of concrete is ordered for the required application unless they acted upon our advice. We will not be responsible for the supply of the incorrect grade of concrete where the customer expressly requested a particular grade or went against our advised grade. We will also not be responsible if the customer omitted relevant information or misrepresented information which subsequently led to us recommending an inappropriate grade.

14.5 The customer must ensure that the grade and quantity shown on the delivery note accurately describes the concrete required.

14.6 If the customer specifies the workability, we will supply concrete as close to the specification as reasonably practical. Our driver will add water if asked to do so but will not exceed the limits for the specific grade supplied. The addition of any unauthorised water by the customer on site will invalidate our guarantee.

14.7 The customer must advise us at least one working day in advance of the scheduled delivery of their intention to cancel, unless otherwise agreed or the cancellation is due to circumstances which could reasonably be considered to be outside the customer's control. You will receive a full refund if you have paid in advance. In the event of late cancellation and where we have already mixed the concrete and/or it is in transit we are entitled to charge for the full amount plus any reasonable costs for the disposal of the order.

14.8 You must advise us at the earliest possible opportunity of any alleged defect in the concrete supplied.

14.9 Customers have 30 minutes to receive concrete deliveries from the time the mixer arrives on site. Time spent on site in excess of this will be charged at a rate stipulated when ordering. Customers who are aware that extra waiting time will be required, must make this clear when placing their order.