

Terms and Conditions of Sale

1. Definitions

- 1.1 The "Seller" means CLM Construction Supplies Ltd whose registered office is Unit 14, Barton Industrial Estate, Etruria Way, Bilston WV14 7LH
1.2 The "Buyer" means the person or persons, firm or company or other body to whom the goods are supplied.

2. Conditions

- 2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.
2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions, which shall prevail over any other document or communication from the Buyer.
2.3 All orders are accepted and fulfilled subject to these conditions of Sale unless otherwise agreed in writing by a Director of CLM Construction Supplies Ltd
2.4 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

3. Price

- 3.1 The price shall be that on the Seller's current price list, or if applicable the price contained in the Sellers Quotation.
3.2 Should a product's price change between the receipt of order and dispatch the Buyer will be notified and given the opportunity to cancel the order. Except in the case of special orders - see condition 7.3
3.3 All prices are exclusive of VAT, which will be added to all invoices at the rate applicable on the tax point date, which will be the date of the Invoice.
3.4 All prices quoted are exclusive of packing, delivery; postage; carriage (plus VAT) which will be added to the invoice.
3.5 In the case of non-authorized accounts, payment must be made in full before the dispatch of any goods.
3.6 In the case of other sales, payment is due in full on the terms of the credit given by the seller; the number of days from the date of invoice will be detailed on the invoice. Time for payment shall be of the essence and any failure to pay within the agreed terms shall entitle the Seller to withhold further supplies until paid.
3.7 If any act or proceedings shall be commenced in which the Buyers solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

4. Interest on Overdue Invoices

- 4.1 Interest on overdue invoices shall accrue from the date when the payment becomes due from day to day until the date of payment at a maximum of 8% above The Bank of England base lending rate for the time being in force per calendar month.

5. Delivery

- 5.1 The Buyer shall be responsible for providing adequate labour and facilities at the delivery point for goods ordered by the Buyer without undue delay and shall keep the Seller indemnified against all claims, howsoever arising, from such unloading operation. The seller reserves the right to charge for delays prior to and during unloading or for costs in making abortive deliveries.
5.2 Whilst every reasonable effort to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of failure to meet any estimated delivery date.
5.3 Delivery of the goods shall be made to the Buyer at the address the Buyers specifies, and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are intended for delivery.
5.4 The Seller shall not be liable for total loss in transit, unless non-delivery is notified to the Seller within 3 days after the Seller has despatched the Goods by carrier.
5.5 The Buyer shall inspect the goods immediately on receipt and the Seller shall not be liable for defects or shortages discoverable on reasonable inspection unless the Buyer notifies the Seller immediately upon receiving the Goods.
5.6 Where the Buyer notifies the Seller of any non-delivery, defects or shortages, the Sellers only liability shall be at its sole option as soon as reasonably practicable to repair or to replace defective goods, make good any shortages, or to refund to the Buyer the purchase price paid for the Goods.

6. Ownership and Risk.

- 6.1 The risk in Goods shall pass to the Buyer upon delivery of the goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyers request
6.2 The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods.
6.3 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 3 working days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods.
6.4 Any Goods in respect of which any claim or defect or damage is made shall be preserved by the Buyer together with the original packing at the Buyers risk and either:-
(i) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or collect the Goods or
(ii) At the Sellers option returned by the Buyer to the Seller who will refund the cost of carriage to the Buyer if the Goods are in fact defective.

7. Cancellation and Returns

- 7.1 No contract shall be cancelled nor shall any Goods, which are in accordance with the Contract, be returned without prior approval of the Seller.
7.2 Unless the Seller at Its discretion decides otherwise, if the Seller agrees to accept the return of any such Goods then:-
(i) A Goods return number obtained from the Seller must be clearly marked on the returned packages.
(ii) The Buyer will be liable for the cost of remedying any damage to the Goods where such damage has, in the opinion of the Seller, been caused by the Goods having been inadequately packaged by the Buyer or through the Buyers fault.
(iii) The Seller reserves the right to make a handling and restocking charge of 10% or £10 whichever is the greater on Goods which are returned if they were ordered in error or are no longer required plus costs for any carriage incurred.
7.3 In the event of the cancellation of a special order the Buyer is liable for all costs incurred by the Seller and its associated manufacturer up to the date of cancellation. these costs are to include all third party research and development costs.

8. Force Majeure

- 8.1 In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-Outs, Flood and failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such Contract for sale as long as such fulfilment is prevented.

9. No Waiver

- 9.1 The Sellers failure to insist upon strict performance of any provision of these conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

10. Liability

- 10.1 Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

11. Law

- 11.1 These conditions and any contract to which these conditions apply shall be governed and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

12. Divisibility clause

- 12.1 All Orders placed will be counted as individual agreements and cannot be used to offset against other agreements in the event of failure of supply.