

# TERMS AND CONDITIONS OF SALE

## CONDITIONS OF SALE

### 1. GENERAL

In these Conditions "the Company" means Multipipe Limited.

Payment terms are strictly 30 days Nett Monthly for approved credit customers, otherwise cash with order.

Minimum order value is £50 excluding carriage and VAT any discounts may be reduced for orders below this value. All prices quoted exclude carriage.

### 2. APPLICATION

These Conditions of Sale will apply except where varied by specific agreement in writing and if these Conditions conflict with any Conditions of the Purchaser, these Conditions will prevail.

### 3. DESCRIPTION OF GOODS

Data included in catalogues, advertisements and price lists of the Company shall be deemed to be approximate only, unless specifically confirmed in writing by the Company. The Company reserves the right to alter the specification of any goods without prior reference to the Purchaser provided that the goods comply in all known respects with the Purchasers requirements

### 4. DELIVERY AND PASSING OF GOODS

The Company accepts no responsibility for consequential loss suffered by the Purchaser for delayed or non-delivery of goods. Delivery of goods shall be deemed to take place when they are actually delivered to the Purchaser or his representative or to the Purchasers premises, at which time the risk as to loss and damage in respect of the goods shall pass to the Purchaser. In the case of 'out of stock' items the company shall either hold back any associated goods of a single consignment or partially deliver the consignment, with goods to follow. In either case the customer is liable for all delivery charges therein.

#### 4.1 The purchase orders that are place on the Company are divisible. Each delivery made thereunder:

- (i) shall be deemed to arise from a separate contract, and
- (ii) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any other contract.

### 5. PAYMENT

Prices are exclusive of VAT and, notwithstanding any price list, prices ruling at time of despatch shall apply.

If payment is overdue, payment for all goods delivered to the Purchaser shall become payable immediately, and interest at the rate of 2% per month shall be charged from the date of the invoice to receipt of cleared funds along with all costs of debt recovery.

### 6. TITLE TO THE GOODS

The ownership in the goods shall, notwithstanding delivery to the Purchaser, remain in the Company until the Purchaser has paid the full price due to the Company.

If at any time payment of the price is overdue, the Company may by its servants or agents enter upon the Purchasers premises and recover and dispose of the goods and the Purchaser shall make no claim against the Company in respect of such entry or disposal. The Purchaser may in the ordinary course of business mix the goods with other objects whether by the process of manufacture or otherwise and whether or not such mixture or conversion renders the goods unidentifiable. In that event, the ownership in the mixture or the converted goods, as the case may be, shall forthwith pass to the Company and remain with the Company from the moment of mixture or conversion until the Purchaser has paid all sums whatsoever due to the Company and the provisions of this Clause shall apply to any such mixture or converted goods as if it or they were the goods themselves.

### 7. GUARANTEE AND WARRANTY

The guarantee period shall be 12 months from the date of delivery. During such period, the Company shall remedy any defects in the goods arising out of defective materials or workmanship provided that the Purchaser shall immediately give notice of such defects to the Company both verbally and in writing. After giving such notice, the Purchaser shall within 7 days return the defective goods any part thereof to the Company at the Purchasers risk and expense. The company cannot guarantee the quality or use of any third party manufacturer's fittings with its own, however supplied.

### 8. FORCE MAJEURE

The Company shall do all in its power to perform the terms of any Contract of which these Conditions form part and in particular to meet all delivery dates but shall not be liable for any failure to observe or breach of any of the terms hereof by reason of acts of God, war, riots, civil commotion's, strikes, lock outs, trade disputes, fires, breakdowns, interruptions of transport, governmental action, delay in delivery by the Company's suppliers or any other cause whatsoever beyond its control.

In such circumstances, except where goods are in transit, either the Company or the Purchaser may terminate the unperformed part of any Contract of which these Conditions form part by notice in writing delivered to the Purchaser of the occurrence of such action or circumstances as makes the Company fail to observe or break the terms hereof.

### 9. RECOMMENDATIONS

Whilst all written recommendations made by the Company relating to the goods are made in good faith and in the belief that they are correct, the Company shall have no responsibility whatsoever for any damage, liability, cost claim or expense suffered by the Purchaser or any third party through following such recommendations.

### 10. QUANTITY VARIATIONS

Short delivery in the invoice weight of or quantity of any goods supplied by the Company shall only entitle the Purchaser to claim a proportionate adjustment in the purchase price.

### 11. PRODUCT RETURNS

All correctly supplied products are subject to restock charges. Further returns are subject to the terms & conditions set out in form GRN1. Your signature on this form indicated your acceptance of these conditions.

### 12. ASSIGNMENT

The Purchaser shall not, without the Company's prior written consent, assign or transfer the contract to which these Conditions relate or the benefit thereof to any other person.

### 13. INDULGENCE

No indulgence or forbearance extended to the Purchaser shall limit or prejudice any right or claim available to the Company.

### 14. CANCELLATION

If the Purchaser shall fail to make any payment when it becomes due or shall enter into any composition or arrangement with its creditors or if being an Incorporated Company it shall have a Receiver appointed or shall pass a resolution for winding up or a Court shall make an Order to that effect or if not being an Incorporated Company shall have a Receiving Order made against it or if there shall be any breach by the Purchaser of any of the terms or conditions hereof, the Company may defer or cancel any further deliveries and treat the Contract of which these Conditions form part as determined but without prejudice to its rights to any unpaid purchase price for goods delivered and to damages for any loss suffered in consequence thereof.

### 15. OPERATION OF LAW

These Conditions shall be construed and the rights of the parties hereto shall be regulated by the Laws of England and Wales.

## MULTIPIPE

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