

1. Definition – The ‘Company’ shall mean P & A Projects Limited
2. Variations to Conditions of Sale – All business accepted or undertaken by the Company will be exclusively subject to these Conditions of Sale which shall take precedence over any variation whatsoever which the customer may wish to introduce into any contract, unless such variation has been agreed in writing by the Company. Throughout these Conditions, the term ‘in writing’ shall mean a written agreement or confirmation by a Director of the Company.
3. Carriage – Carriage will be charged extra, except where agreed by the Company in writing, or where goods are collected by the customer. The Company reserves the right to choose the method of transport if goods are not collected.
4. Claims – No claims in respect of damage or partial loss will be considered unless the customer has notified the Company and the carrier in writing within seven days of receipt of goods.
5. Delivery – The Company shall have the right after notice in writing to suspend deliveries under this and/or any other contract the Company may have with the customer if the customer has failed to make payment on the due date for any goods delivered or (though the customer is not in arrears with any payment), when the company considers the amount outstanding on the customers account (whether actually due for payment or not) to be the limit to which the Company is willing to allow credit. Delivery dates given by the Company are estimates only and accepted as such by the customer and are deemed not to be of the essence of any contract between the customer and the Company.
6. Returns – Goods delivered correctly against a customer’s order may only be returned with the written agreement of the Company. Credit in respect of the return of correctly delivered goods shall be subject to a 30% handling charge. Goods rejected as not complying with a customers order must be returned within fourteen days of delivery. Goods are not supplied on a sale or return basis.
7. Cancellations – Customer’s orders and parts thereof may be cancelled only by the Company’s written acceptance of such cancellation. Where the Company accepts such cancellation the company reserves the right to charge the customer with the amount of any losses or expenses directly or indirectly resulting from cancellation.
8. Settlement of Accounts – Credit accounts are due for payment, strictly nett, by the end of the month following invoice. Pro Forma accounts must be settled either by cash or by the provision of a cheque at least five working days before the order can be confirmed.
9. Credit Facilities – These will usually be granted to customers providing satisfactory references (2 trade and bank) and will continue as long as the conduct of the account conforms totally with these Conditions of sale. The Company at its discretion, may decline to grant, or may discontinue, credit facilities at any time and shall not be obliged to disclose its reasons for so doing. Pending the establishment of a credit account, goods will only be supplied under Pro Forma arrangements (see Settlement of Accounts).
10. Design – In the light of continuing development, design, materials, finish, colour or packaging may be changed without notice. All sales and promotional literature is intended for guidance only, and shall not form part of any contract.
11. Retention of Title – Upon delivery, the risk in the goods (each order being considered as a whole) passes to the customer, who undertakes to act as the Company’s Agent in all matters relating to them, and to store them in such a manner that they can be readily identified. The Company retains full legal ownership of the goods until payment for them is received by The Company when title to the goods passes to the customer. Should the goods become constituents of or converted into other products while legal ownership remains with the Company, the Company shall have legal ownership in such other products as if they were solely and simply the goods and accordingly the preceding paragraph of this clause shall as far as appropriate apply to such other products. If the goods have been resold the Company’s entitlement shall be attached to the proceeds of the re-sale and the Company will be able to claim the full purchase price of the proceeds received. Where ownership of goods remains vested in the Company under the provisions of the contract then the Company

shall be entitled to repossess any good supplied. For this purpose the Company may enter upon the premises of the customer at reasonable hours during the daytime to effect such collection. Where the customer has gone into bankruptcy or liquidation or where a receiver or administrator has been appointed, then any documentation evidencing the sale of the goods to the customer shall be good proof of the Company's title.

12. Liability – Under no circumstances will the Company be liable to the customer for any loss of profit or other direct, indirect, or consequential damage, loss or injury arising from goods supplied, or otherwise in relation to the performance of any contract between the Company and the customer. Furthermore, the customer shall indemnify the Company against any claim made by a Third Party in respect of any such damage, loss or injury.

Signed by way of acceptance to the above _____

Print name _____

For and on behalf of _____

Date _____