

## 1) Definitions.

In these terms and conditions of trade the following terms shall have the following meanings:

- i. "Company" shall mean tuffbau ltd (Stein Tec is a trading brand of tuffbau ltd in UK & Rol) whose registered office is 1 Northwick Road, Canvey Island, SS8 0PU and whose Company registration number is 4376956.
- ii. "Customer" shall mean the corporate entity firm or person to whom goods are supplied.
- iii. "Goods" shall mean any materials and services provided and quoted to the Customer by the Company.
- iv. "Contract" shall mean an order placed with the Company by the Customer who is deemed to have fully satisfied themselves as to these Terms & Conditions and to have accepted them as being fully binding. Notwithstanding anything to the contrary in any terms and conditions attached to the Customers order, the terms and conditions of the Company govern any contract entered into and are deemed to be incorporated into any order placed. A contract will only be formed when the Company has accepted an order by the Customer to supply the goods. These terms and conditions cover all sales contracts between the Company and the Customer and no variation in these terms and conditions shall be permitted unless expressly agreed in writing by a director of the Company.

## 2) Price.

- i. Unless otherwise agreed the currency of the quoted and payable prices shall be in pounds sterling.
- ii. Prices are specified exclusive of VAT unless otherwise stated.
- iii. Unless otherwise stated the Price quoted shall include packaging, insurance and delivery of goods during normal working days and normal working hours within mainland UK to the agreed location as stated in the order for goods.
- iv. Quoted prices are subject to change at any time prior to the date of delivery of goods due to conditions outside of the Company's control, including but not limited to, currency conversation rate and haulage cost fluctuations, delivery outside normal working hours, missed deliveries, inability to unload, delivery waiting time, etc. The Company will endeavour to notify the Customer of any price increases in this respect at the time it is made aware itself.

## 3) Payment.

- i. The Customer hereby authorises the company to obtain such credit reports as it may require on the Customer and its principals, partners and directors in connection with establishing trading and credit worthiness of the Customer.
- ii. For non-credit customers, payment must be made (cleared funds) prior to goods being dispatched.
- iii. For credit customers, payment (cleared funds) is due on last day of the month after the month in which goods are delivered.
- iv. The Company may charge interest which will accrue on a daily basis at 4% above the base rate as published by Barclays Bank PLC on overdue amounts.
- v. The Company may recover from the Customer any costs incurred in connection with recovering sums due.
- vi. The Customer will not withhold sums in connection with the default of the Company or claims of damage, loss or discrepancy against the Company.

## 4) Delivery.

- i. Deliveries will be made to the delivery address stated on the order for goods.
- ii. Delivery dates and times are approximate; the Company is under no obligation to deliver on or before stated delivery dates and times. The Company is not liable for failure to deliver goods or not making goods available to collect.
- iii. Delivery is affected at the time of arrival of the delivery vehicle at the delivery address.
- iv. The Customer is responsible for unloading the delivery vehicle & shall provide all labour and equipment for unloading.
- v. The Customer is liable for demurrage/waiting time in excess of One Hour.
- vi. If delivery vehicle access is inadequate at the delivery address the Company may deliver to the nearest accessible point or refuse to deliver and charge the Customer accordingly.
- vii. The Customer shall indemnify the Company in respect of any claim for loss or damage arising from the unloading of the goods.
- viii. The Customer shall inform the Company of any special site or delivery requirements before transport is arranged. This includes delivery time slots, London FORS scheme, vehicle types and equipment and other Customer requirements. The Company is not liable for failure to deliver goods or not making goods available to collect.

## 5) Force Majeure.

The Company shall not be liable for any failure to perform its obligations where such failure is as a result of unpredictable, unpreventable, external influences such as acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, Customs seizure or imposed delays, embargo, labour dispute, strike, lockout or interruption or failure of electricity [or telephone service], and the Customer will have no right to terminate this Agreement in such circumstances.

## 6) Passing of property/ownership.

- i. All delivered goods are the responsibility of the Customer but remain the property of the Company until all monies owed to the Company are paid in full.
- ii. The Customer may enter the Customer's site to recover goods to reclaim or resell if payment is due.
- iii. Goods stored by the Customer must be clearly identifiable as belonging to the Company until ownership has passed to the Customer.
- iv. The Customer can use or agree to sell delivered goods however, if the Customer sells goods, or uses goods in respect of a sale, the sums obtained must be set aside for payment due to the Company in respect of those goods.

## 7) Warranty.

- i. The Company is only the supplier of the goods to the order specified by the client and does not offer or imply any warranty as to the suitability, quality or fitness of the goods for the purpose of their intended use by the client.
- ii. Quotations of size, dimension and weight are approximate only; it is the responsibility of the Customer to ensure that suitable quantities of goods are ordered to allow for reasonable fluctuations in measures according to the nature and application of the goods.
- iii. Samples are provided as a general guide to the characteristics of the material only. Samples may differ from the bulk of the goods delivered. The Customer is responsible for determining the quantity and time of supply of samples in order to evaluate their representation of the bulk.
- iv. All sales are made on a business to business basis and as such product returns are prohibited.

## 8) Claims and Limitation of Liability.

- i. Damage, loss & discrepancy must be notified and detailed to the Company within 24 hrs of delivery and in writing within 7 days in any event. The Company must be allowed reasonable time to inspect affected goods before they are put to use.
- ii. Shortage of goods sold in weight must be properly weighed over a public weighbridge and respective certificates of weight produced.
- iii. The Company's liability in respect of damage, loss & discrepancy is limited to the replacement of the goods only; no claims for consequential losses whatsoever will be entertained except in respect of death or personal injury caused by the Company's negligence.
- iv. Any failure delay or indulgence by the Company in the exercise of its rights shall not limit or extinguish the rights or remedies available to the Company under the Contract.

## 9) Termination of Contract.

Following order of goods, no cancellation by the Customer is permitted except where expressly agreed by the Company.

The Company may terminate the contract given occurrence of any of the following conditions which shall also render all amounts owing in respect of goods sold by the Company to the Customer to become immediately due and payable.

- i. The Customer fails to make payment of any sum owing on the due date or commits any act of bankruptcy or makes any arrangements with its creditors or if any execution or distress is levied upon the goods of the Customer.
- ii. Being a body corporate shall have a receiver or administrative receiver appointed or if any petition be presented for an administration order or if any petition be presented or resolution passed for the winding up of the same (otherwise than for the purpose of a bona fide amalgamation or reconstruction) or compounds with its creditors or becomes insolvent or any step is taken to proceed to such winding up or receivership.
- iii. The Customer makes default in respect of any of its obligations under any of its contracts with the Company.

## 10) Jurisdiction.

All contracts between the Company and the Customer shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.