

HUMBER MERCHANTS LIMITED

CONDITIONS OF SALE

1. **Price Fluctuation:** The price and terms of our quotation are based on conditions ruling at the date thereof and are subject to alteration at any time. Acceptance of our quotation or of any part deliveries against it does not bind us to execute the whole or part of an order but we reserve the right to execute deliveries ordered at current ruling prices at the date of delivery.
2. **Acceptance:** The time of delivery is not guaranteed without previous written undertakings. Our quotation is only open for seven days from the date appearing thereon. It ceases automatically in case of war or emergency.
3. **Defects:** Any article sold will be replaced or repaired free of charge (including delivery charge) if in our sole and absolute discretion we decide it was defective in material or workmanship upon delivery and provided written notice of the defect is given to us within fourteen days of delivery. The above undertaking is given in lieu of all conditions or warranties of every kind whether express or implied by law or otherwise which are hereby expressly excluded and no liability is accepted for loss of damage of any kind including consequential loss or damage whether caused by negligence or otherwise.
4. **Cancellation:** Contracts and orders may be cancelled with our written permission only. Goods made to special order cannot be cancelled.
5. **Goods Made To Special Pattern:** We are unable to guarantee the exact quantity of goods made to special pattern which may be rather more or less than ordered.
6. **Terms of Payment:** Unless the sale is for cash or upon shorter credit, accounts are due for payment on or before the last day of the month following the date of delivery.
7. **The risk in the goods shall pass upon delivery of the goods to the Buyer.** However the property in the goods shall not pass to the buyer until such time as the same shall have been paid for in full. In event of the Buyer selling or otherwise disposing of the goods before the same shall have been paid in full; the Buyer shall hold the proceeds of sale or disposal on trust for us as Seller.
8. **Loss, Shortage, Damage, etc., in Transit:** Claims for shortage or for goods damaged during transit or otherwise can only be recognised when the damage or shortage is signed for accordingly and a report in writing of the facts received by us within three days of delivery date, where delivery is made by rail or carrier the facts must also be reported to the Railway Authority or to the carrier before removal of the goods from the truck; or from the lorry. We do not accept responsibility for breakage in transit by rail. Time is the essence of this condition.
9. **Non-Delivery:** Non-delivery of the whole of the consignment or any separate part or package must be notified within fourteen days of date of despatch by us or on our behalf.
10. **Goods Delivered by Instalments:** Where goods are delivered by instalments each delivery shall be deemed to constitute a separate enforceable contract.
11. **Packages:** Returnable packages when charged extra will be credited on return in good condition as per terms quoted.
12. **Delivery:** The price quoted allows for delivery as near to the site as a safe road permits and unloading at ground level. The customer is responsible for providing all labour, information and facilities necessary to effect efficient and prompt delivery and unloading. If delivery or unloading is delayed by the customer's default in performing his obligations set out in this clause we reserve the right to amend the quoted price.
13. **Sales ex-stock:** Goods ex-stock are offered subject to prior sale. Samples submitted with our estimates are from stock at time of quotation but materials delivered may show slight variations in substance, performance, colour dimensions and no claim will be accepted in respect of variation, but in a proper case we will assign to the buyer the right (if any) for the buyer to call upon the maker to supply in accordance with the sample. No responsibility is accepted by us for crazing of tiles and no claims in respect of variations in colour matching can be entertained.
14. **Part Order:** If all the goods included on our estimate are not ordered we reserve the right to revise our quoted price.
15. **Distributors:** Being distributors only we cannot agree to be sub-contractors.
16. **General:** These conditions form the sole conditions applicable to any contract entered into by us. No warranty, conditions, description or representation inconsistent with these conditions in given or implied or has been given or implied from anything stated or written prior to the conclusion of any contract that may arise as a result of our quotation. Any conditions of sale or purchase conflicting with these conditions shall not apply to the goods sold and these conditions shall prevail and any acceptance of goods from us implies acceptance of these conditions.