



Terms & Conditions of Sale

GENERAL

These terms and conditions will apply to all orders accepted by us (Direct 2 Site UK Ltd) from you (our customer). Any variations of, or addition to, or substitute for these terms and conditions, even if included or referred to in your written order or instructions, will not apply to the contract of sale unless they are specifically agreed by us in writing.

UNDERTAKINGS

We undertake:

- To review your enquiry or instructions, on receipt, in order to clearly establish the specification of the goods or services that you require.
- To advise you, when agreeing your quote or order, if the supply that we can make is at variance, beyond normal trade tolerances, to your requirements.
- To supply goods or services conforming to the agreed order.
- That goods supplied will not be damaged or faulty unless agreed with you.
- You undertake to accept and examine goods, on receipt, and to record any visible damage or variation from the order when signing for them. If you wish us to accept responsibility for such damage or variance you will confirm your request in writing within three days of receipt and before using the goods. You will accept part supplies and time of supply will not be of the essence unless agreed otherwise on the order. You will return any goods found to be in excess of those invoiced.

PRICES

Prices indicated in our catalogue, price guides, advertising or other literature are intended for guidance only. We reserve the right to withdraw or to revise such prices at any time.

QUOTATIONS

If we give a quotation it is an invitation for you to treat and is not an offer. We may withdraw or amend any quotation at any time prior to accepting your order. Prices are quoted subject to revision and, unless otherwise stated, prices charged will be those current at the time of supply of the goods or services.

DESCRIPTIONS

Any descriptions or information given by us are for identification or assistance purposes only and will not imply that goods are fit or sufficient for your particular purpose or circumstance.

PAYMENT

- If you have a credit account facility with us you will make full payment so that it is received by us not later than the 15th day of the month following the month of supply.
- If you do not have a credit account facility you will make payment by the time and method agreed at the time of order.
- If any payment is not received by the due date we may charge you interest at 8% over Barclays Bank plc base rate from that date.
- We will be entitled to suspend or stop supply and to withdraw or restrict credit provisions if any payment becomes overdue, or if we have reason to believe that you may be unable or unwilling to pay for the goods.



RISK AND TITLE

Risk will pass to you on receipt of the goods by you, or on payment, whichever is earlier. Unless otherwise agreed in writing, ownership of the goods will not pass to you until full payment has been received by us. Until payment has been received by us and whilst the goods are in your possession you will store them in such a way as to enable them to be identified as our property. You hereby irrevocably agree that our representatives may enter the place of storage, with such vehicles and equipment as may be necessary, to remove the goods.

RETURN OF GOODS

We may, at our option, accept or reject the return of any goods which have been correctly supplied. If we accept the return of such goods, we may make a charge for doing so. A credit note will be issued which may be valid for a period of six months and which can be used towards settlement of subsequent purchases. You will not be entitled to a refund payment.

TRANSPORT

Where transport to site is arranged by us you accept responsibility for ensuring the suitability of the unloading point, means of access to it and labour to unload. If a driver is requested to position a delivery vehicle off the public highway, you agree to indemnify us against any loss or damage arising to that vehicle and its load and for any damage to roadways, footpaths, manholes, mains, bridges or other property caused through the operation of the vehicle. You will not indemnify us where the damage is due to our own default or negligence.

GUARANTEES

We try to indicate in our literature which products are guaranteed by their manufacturer and for what period. Some goods may still be guaranteed even though not indicated as such. We will pass to you the benefit of any guarantee offered by the manufacturer of any goods that prove faulty subsequent to supply. A guarantee may include an option for us or the manufacturer to decide whether to replace the goods or to refund the price paid. Some products are not guaranteed (e.g. Deal Doors). We will seek clarification if you are unsure.

LIABILITY

We will not be liable for:

- Non supply of goods unless you notify us, in writing, within ten days of the invoice or despatch or agreed supply date, whichever date is later.
- Any direct loss or damage except as stated in these conditions.
- Any indirect, consequential or incidental loss or damage of any kind (including loss of profits, revenue or contracts) or for any damage to, or destruction of, any property.
- Injury to or the death of, any person unless that injury or death is caused by our carelessness or that of our employees.
- Any amount in excess of the purchase price paid.
- Our only guarantees, conditions and liabilities are those contained in these conditions or under English Law. Your rights under statute are not limited by these conditions.
- You will indemnify us against all claims, actions, costs, losses, damages or expenses caused by or in connection with the goods or services unless we are liable under these conditions.

ESTIMATES: We do not guarantee nor give any warranty as to the accuracy of the estimating service. Quantities estimated may differ from actual packaged/palletised supply quantities, responsibility for verification of the actual final required size/quantities and their ordering lies with the customer. Because we may often supply materials in fixed unit quantities it is possible that the quantities actually supplied exceed the quantities estimated. Materials supplied may be less than the amount actually required in the building process. We do not accept responsibility for direct loss of profits, indirect loss or consequential loss that may arise through variations between our measured quantities and those actually supplied.