Terms & Conditions of Sale

1. General
In these conditions, reference to the Company shall mean Alexander Brown Plumbing Fittings Specialists Ltd.. All quotations are made and all orders are accepted subject to these conditions. All other terms, conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing. In the event of a conflict between these conditions and the specific terms and conditions of quotation then the Latter shall prevail.

2. Minimum Orders
(a) A minimum order value of £20.00 net of VAT and carriage is applied for all account sales.
(b) Trade counter sales paid by credit card are also subject to a £20 minimum order. No minimum for trade counter cash sales.

3. Carriage & Delivery

(a) Any date for delivery named by the Company is an estimate only and in no circumstances shall the failure of the Company to deliver on or before the named date either entitle the Buyer to rescind or terminate the contract or make the Company liable in any way for the consequences of any delay.

4. Warranty and Defective Goods
(a)Save as otherwise provided by the other conditions of these Conditions, sections 12 to 15 of the Sale of Goods Act 1979 are to be implied into this contract.
(b) The goods delivered under the Contract shall, where the Contract includes a specification, comply with the specification or, if there is no specification, shall be of normal industrial quality.
(c)The Buyer does not rely on any statement or representations

other than those which have been made in writing by the Company.
(d) The Buyer must give the Company immediate written notice of any defect in the goods. Such goods shall be returned to the Company and if proved to have been defective at delivery as a result of faulty materials or workmanship, the Company shall at its option replace or repair such goods. Defects in quality or dimension in any delivery shall not be ground for cancellation of the remainder of the order.
Save for any liability for death or personal injury caused by the Company's negligence, the Company's liability in connection with defective goods shall be limited to the repair or supply of a replacement for the defective goods, and the Company shall not be liable for any other loss or damage including, but not limited to loss of profit, labour costs, damage to property, wasted expenditure or cost of mitigation.

5. Data and technical Information
The information contained in the advertising sales and technical literature issued by the Company may be relied upon to be accurate in the exact circumstances in which it is expressed. Any illustrations, performance details, examples of illustrations and methods of assembly and all other technical data in such literature are based on experience and upon trials under test conditions and are provided for general guidance only.

6. Claims for Damage, Shortage or Loss
No claim for damage in transit or shortage of delivery can be accepted unless notice in writing is given to the Company within three days of receipt of the goods, followed by a complete claim in writing within five working days of receipt of the goods.
If a complaint is not made to the Company as herein provided, the products shall be deemed to be in all respects in accordance with the Contract, and the Buyer shall be bound to pay for the same accordingly.

7. Suspension of Deliveries

a) Deliveries may be wholly or partially suspended by the company in the event of:-

(i)Stoppage, delay or interruption caused to the business of the Company as a result of strikes, lockouts, trade disputes, breakdown, accident or any cause whatsoever beyond the reasonable control of the Company.

(ii)Any default by the Buyer in making payment of any amounts owed to the Company under this and any other contracts between them.

b) In the event of any hostilities (whether war is declared or not) in which Great Britain is involved, or in the event of national emergency, or if the Company's works should become either directly or indirectly engaged on Government orders as to prevent or delay work on other orders, the Company shall be entitled at any time, on notice to the Buyer, to make partial deliveries only or to determine the contract without prejudice in any case to rights accrued in respect of deliveries already made.

8. Determination of Contract

The Company shall have the right forthwith to determine this and/or any other Contract between the Buyer and the Company by written notice to the Buyer's Last known address (without prejudice to any claim or right the Company might otherwise make or exercise) in any of the following events:-

(a)If the Buyer shall make default in or commit a breach of any contract with the Company; or

(b) If any distress or execution shall be levied upon the Buyer's property or assets; or

(c)If the Buyer shall make or offer to make any arrangements or composition with creditors, or commit any act of bankruptcy or become insolvent; or

(d)If any petition or receiving order in bankruptcy shall be presented or made against him; or

(e)If the buyer shall be a limited Company and become subject

of any resolution or petition for winding up or administration;
(f)If a receiver or manager of the Buyer’s undertaking, property or assets or any part thereof shall be appointed.

9. Indemnity
The Buyer will indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of work done to the Buyer’s instructions or which infringe any letters, patent or registered design or copyright or any other third party intellectual property rights.

10. Prices
The price payable for the goods shall unless otherwise agreed be the Company’s List price current at the date of despatch.

11. Risk and Title
a) Risk shall pass to the Buyer so that the Buyer is responsible for all loss, damage or deterioration to the goods:
If the Company delivers the goods by its own transport at the time when the goods or a relevant part thereof arrive at the place of delivery; or
In all other circumstances at the time when the goods, or a relevant part thereof leave the premises of the Company whether or not the Company arranges transport and (without prejudice to clause 6) where the goods are delivered by carrier, any claims for Loss or damage in transit must be made by the Buyer to the Company as specified in clause 6.

b) Title to the goods supplied under the contract shall only pass to the Buyer when
payment in full for all goods supplied under this and all other contracts between the Company and the Buyer has been received by the Company. The Company reserves the immediate right to possession of and at any time may recover all goods in respect of which title has not passed to the Buyer; the

Company is hereby authorised by the Buyer to enter upon any premises where such goods are held by or on behalf of the Buyer and recover possession thereof.

c) Until title to goods has been passed to the Buyer pursuant to these conditions it shall possess the goods as a Bailee at will of the Company, and the Buyer shall not be entitled to sell or otherwise deal in goods in respect of which title has not passed to the Buyer. If the Buyer acts in breach of these conditions then without prejudice to any other rights of the Company the Buyer shall have a fiduciary duty to account to the Company for the proceeds of any sale save to the extent that any such proceeds exceed the
amounts owed to the Company under this and all other contracts between the Company and the Buyer.

12. Returns

The Company must receive written notification of any orders that the Buyer wishes to return within 30 days of the dispatch date. Any returned item must be returned to the Company in unused condition within 14 days of buyer requesting the return and is subject to inspection by the Company before any credit note is given. A restocking charge will be applicable on all returned orders.

All special orders (goods ordered in specifically for order) are non-returnable.

13. Payment of Accounts

Unless otherwise agreed by the Company in writing, payment shall be settled in full by the Last working day of the month following the month in which the goods were despatched, or would have been despatched save for postponement otherwise than due to default on the part of the Company. The Company shall be entitled to submit its invoice on the same day as its delivery advice note or at any time thereafter, save that where delivery has been postponed at the request of or the default of the Buyer, then the Company may submit its invoice

at any time after the goods are ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid.

The Company reserves the right to charge interest at a rate up to 5% above Lloyds Bank Base Lending Rate ruling at the time payment is due if payment is not made in accordance with the terms agreed at the time the order is accepted.

14. VAT

The prices quoted are exclusive of VAT which will, if applicable, be added to the invoice at the rate then current.

15. Consumer Protection Act

In circumstances where the Company supplies parts or goods to the Buyer for incorporation with, or use ancillary to, any composite goods to he produced, manufactured, processed or supplied by the Buyer then:

a) The Buyer shall forthwith on demand produce for inspection by the Company copies of all written instructions, information and warnings in relation to the said composite goods, provided nevertheless that such inspection or right to inspect shall not of itself constitute acceptance or approval on the part of the Company of such instructions, information, or warnings; and

b) The Buyer shall indemnify, reimburse and compensate the Company for all Losses and damages (including costs, expenses and charges for legal actions in which the Company may be involved) that the Company may incur in the event that any claim or claims are made against the Company pursuant to the Act relating to the said composite goods of the Buyer or parts or goods supplied hereunder in circumstances in which the parts or goods supplied by the Company was either:

Not the defective part of the said composite goods; or

Was only rendered the defective part or became defective goods by reason of actions or omission of the Buyer; or

Was only rendered the defective part or became defective goods by reason of instructions or warnings given or omitted by the

Buyer or other supplier of the said composite goods supplied hereunder.
c) For the purposes of this condition the word “defective” shall be interpreted in accordance with the definition contained in the Act and this condition shall mutatis mutandis apply in relation to equivalent legislation of other states as it applies in relation to the Act.

16. Law and Jurisdiction
This contract shall be governed and construed according to the Law of Scotland and the parties hereby agree to submit to the exclusive jurisdiction of the Scottish Courts.

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