

Terms & Conditions of Sale

1. (a) No variation of these terms and conditions shall be effective without the consent in writing of JRC Roofing Distributors Ltd (hereinafter called "the Company")
(b) Any conditions whether incorporated in a Customers' printed order form or otherwise, shall form part of a contract with us only in so far as they are not inconsistent with these conditions or other express terms of such a contract.
2. **Prices**
Prices are subject to alteration without prior notice and the price current at the date of delivery is the contract price unless otherwise agreed in writing by the Company. The company reserves the right, by giving notice to the customer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the company which is due to any factor beyond the control of the company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture.) Any changes to the order (such as, delivery dates, quantities or specifications for the goods) made by the customer may result in price increases and/or delays of delivery of goods. Prices are exclusive of value added tax and the customer will be additionally liable to pay to the company.
3. **Quotations**
(a) Any acceptance of the Company's quotations must be in writing. The Company's quotations are given without commitment and may be withdrawn or altered at any time up to the issue of the Company's acknowledgement of the Buyer's acceptance. All quotations are valid for a period of 30 days.
(b) All quotations are based on prices applicable to quantities and details specified. In the event of an order being placed the Company shall be entitled to adjust the price of the goods to take account of any variation in quantities or detail from that of the quantities and details provided on quotation. The customer is responsible for ensuring that all orders placed are accurate including any detailed specifications. The quantity, quality and description of and any specification for the goods are those stated by the company in the quotation providing always that slate is a natural product and is subject to variations in colour, texture and appearance and may contain natural imperfections and samples provided of such can only give a general impression of appearance.
4. **Specifications**
(a) All product specifications are subject to alteration by the Company without notice.
(b) Thicknesses – All specified thicknesses of products are nominal only.
(c) Appearance – All natural roofing slates are subject to variations in appearance and colour due to the natural makeup of the product.
(d) All dimensions specified are subject to a normal tolerance with the product supplied.
(e) Orders accepted by the company for specification goods cannot be cancelled by the customer once orders are accepted by the company.
5. **Payment and Property of Goods**
(a) Payment for all goods and services supplied on credit shall be made by the end of the month following the month of despatch, except by agreement made in writing by the Company. The Company reserves the right to charge interest on delayed payments from the due date on a day-to-day basis at the base overdraft rate of the Bank of England, plus 3%.
(b) If the customer becomes insolvent or fails to make due payment or if the Company has reasonable grounds to believe that he/it is likely to become insolvent or to fail to make due payment, the Company shall have the right to suspend or to cancel further performance and claim damages.
(c) The risk in the goods passes to the buyer on delivery.
(d) Legal ownership and title in the goods will only be transferred to the customer when the customer has discharged all sums due to the Company whether such sums are due on foot of this transaction or are due on foot of some other transaction or transactions. Until the date of full payment the customer holds the goods as fiduciary owner on behalf of the Company and is required to separately store the goods in such a way that it is clearly the property of the Company and will return the goods to the Company immediately on request.
(e) If the customer mixes the goods with other materials or objects or if the goods become a constituent of other materials or objects then such final objects or materials shall become the property of the Company until the date of full payment for the goods. The customer shall hold the final objects or materials as fiduciary owner on behalf of the Company and shall store or retain the final objects or material in such a way that it is clearly the property of the Company. If the customer sells the final objects or materials, the proceeds of sale shall be held in trust for the Company in a separate account until the date of full payment for the goods.
6. **Delivery**
(a) All dates or periods are quoted in good faith but no liability is accepted for delivery and consequential delays however caused.
(b) If delivery of goods be delayed or prevented for any cause whatever beyond the Company's reasonable control then, at the Company's option, the unperformed part of the contract may be cancelled or time for delivery shall be extended. Such cancellation shall be without prejudice to already accrued rights of either party.
(c) All claims for transit damage or loss must be submitted in writing to both the carrier and the Company within 2 working days of delivery. In the case of non-delivery of the whole consignment, claims must be submitted in writing to both the carrier and the Company within seven days of receipt by the customer of notification of the despatch of the goods. In the absence of claims within these time limits, the goods shall be deemed to have been properly delivered.
(d) The customer shall be responsible for providing adequate labour and facilities at the delivery points for unloading goods ordered by him, and shall keep the Company indemnified against all claims whatever arising from such unloading operations.
(e) Delivery may be made early providing the company allows sufficient notice to the customer.
(f) If the company fails to deliver the goods for any reason other than any cause beyond the company's reasonable control or the customers fault, and the company is liable to the customer, the company's liability shall be limited to the excess of similar goods to replace those not delivered over the price of the goods.
(g) If the customer fails to take delivery of the goods or fails to give adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the customer, then, without prejudice to any other right, the company may charge the customer for any reasonable costs incurred including but not limited to storage, insurance, delivery, loss of profits for unsold goods.
7. **Liability**
(a) Subject as expressly provided in these Conditions and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contracts Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
(b) Any claim by the customer which is based on any defect on the quality or condition of the goods shall (whether or not delivery is refused by the customer) be notified to the company within 30 days from the date of delivery. If delivery is not refused and the customer does not notify the company accordingly, the customer shall not be entitled to reject the goods and the company shall have no liability for such defect and the customer shall be bound to pay the price as if the goods had been delivered in accordance with the Contract.
(c) Where any valid claim in respect of the goods which is based on any defect in the quality of condition of the goods, is notified to the company in accordance with these conditions, the company shall be entitled to replace the Goods (or the part in question) free of charge or at the company's sole discretion, refund to or credit the customer the price of the goods (or a proportionate part of the price) but the company shall have no further liability to the customer.
(d) Except in respect of death or personal injury caused by the company's negligence, the company shall not be liable to the customer by reason of any representation or any implied warranty, condition or other form, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any increased costs incurred in order to prevent a loss of profit or for any consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the company, its employees or agents or otherwise) which arises out of or in connection with the supply of the Goods or their use or resale by the customer and the company shall not be liable to indemnify or compensate the customer in respect of any claim for such loss or damage made against the customer by any person.
(e) The company shall not be liable to the customer or be deemed to be in breach of the Contract or these conditions by reason of any delay in performing or any failure to perform any of the company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as examples of matters beyond the company's reasonable control:
1 act of god, explosion, flood, tempest, fire or other accident;
2 war or threat of war, sabotage, insurrection, civil disturbance or requisition.
3 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority.
4 import or export regulations, sanctions or embargoes.
5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the company or of a third party).
6 difficulties in obtaining raw materials, labour, fuel, parts or machinery (whether involving employees of the company or of a third party).
7 power failure or breakdown in machinery whether or not caused by the company.
(f) The customer shall indemnify the company against any claims brought against the company by any third party to whom the Goods have been supplied or to whom arrangements have been made to supply the Goods or in respect of the use of the Goods by any third party.
(g) The company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.
(h) The company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, abnormal weather conditions, failure to follow applicable standards when storing, handling, working with and/or installing the goods.
(i) The company will not be liable for any goods that have not been paid for.
(j) Liability does not extend to parts, materials or equipment not supplied by the company.
8. **Indemnity**
If any claim is made against the company that the goods breach or that their use or resale breaches the patent, copyright, design or trademark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawings, design or specification supplied by the company, the customer shall indemnify the company against all loss, damages, costs and expenses awarded against or incurred by the customer in connection with the claim, or paid or agreed to be paid by the customer in settlement of the claim, provided that:
1 the company is given full control of any proceedings or negotiations in connection with any such claim.
2 The customer shall give the company all reasonable assistance for the purpose of any such proceedings or negotiations.
3 The customer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the company.
4 The customer shall do nothing which would or might invalidate any policy of insurance or insurance cover which the customer has in place and the company will not be liable for any such policy or claims.
5 The company shall be entitled to the benefit of all damages and costs (if any) awarded to the customer, which are payable by, or agreed with the consent of the customer, to be paid by any other party in respect of any such claim
6 The customer shall be required by the company to take any steps that may be reasonably required to mitigate or reduce any such loss, damages, costs or expenses for which the company is liable to indemnify the customer under this clause.
9. **Export terms**
In these conditions "incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the sale is made. Unless the context otherwise requires any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions but if there is any conflict between the provisions of Incoterms and these conditions, the latter shall prevail.
Where the goods are supplies for export from the United Kingdom, the provisions of this clause shall apply notwithstanding any other provision of these conditions.
The customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties on them.
The customer shall be responsible for arranging testing and inspection of the goods before shipment. The company shall have no liability for any claim in respect of any defect in the goods which would have been apparent on inspection and which is made after shipment, or in respect of any damage during transit.
The customer undertakes not to offer the goods for resale in the United Kingdom or any other country notified by the company at or before the time the customer places the order or to sell the goods to any person if the customer knows or has reason to believe that the person intends to resell the goods in any such country.
10. All contracts with the Company shall be deemed to have been made in United Kingdom and shall in all respects be construed and operate in accordance with English Law.
11. **Guarantees**
(a) All goods supplied are not manufactured by the Company and therefore the manufacturer's conditions and guarantees apply in addition to the Company's terms and conditions.
(b) All Natural Slates supplied by the company are only guaranteed against any degradation of the slate due to any inherent defects in the material, with the exception of oxidation and/or the natural aging and/or appearance of the product. This guarantee does not cover cracked or broken slates incurred during fixing, holing or due to foot traffic thereafter.
(c) The Company will only issue guarantees upon written request.
12. Warranties as to product performance may not be given by the customer without the written permission of the Company.