



## **Terms and Conditions of Sale for Denis May & Sons Ltd**

In these conditions of sale, the 'Company' shall mean Denis May & Sons Ltd. The 'Purchaser' shall mean the person's, company or association, who has ordered the goods or services to whom the 'Company' is delivering or supplying services, and his/her agents or persons authorised by him/her to order or accept delivery of goods and services.

**Payment Terms.** The Company reserves the right to refuse to accept or execute any order or give credit facilities for payment, if the Purchaser's credit score is not satisfactory to the company. Existing accounts can be suspended and deliveries discontinued if the credit limit is exceeded or the payment terms are not met.

**Quotations.** All prices are valid only on the day of quoting unless stated otherwise in writing.

**Accounts.** All accounts are payable, Nett within 30 days from the end of the month in which the invoice is raised. The Company reserves the right to charge a credit charge of 10% + VAT per month (or part) on any account which is overdue for payment.

**Invoice Queries.** Invoice queries must be notified within 7 days of receipt of the invoice.

**Cash Sales.** Non account customers are required to pay in full before the load is discharged or the service is provided.

**Returned Cheques.** Returned cheques accepted by the Company in payment of goods or services provided and not paid, will be represented by the Company at a minimum charge to the Customer of £50.00 per cheque.

**Suitability for Purpose.** Samples of materials for which the Company has quoted and is satisfied would reasonably represent the class of material which would be supplied will be provided upon request. It is the responsibility of the purchaser to satisfy him/herself as to the suitability for purpose for which the material is to be used, upon ordering.

**Natural Variation.** Colour, texture and dimensions of natural aggregates will vary from time to time. The Company cannot accept any liability for any such variation of its products.

**Rates.** Any prices quoted are subject to any increase in taxation or levy, as they arise.

**VAT.** All prices are subject to VAT at the statutory rate.

**Cancellation.** Should the Purchaser cancel any order, for any reason, after the goods/materials has been dispatched, the Purchaser will be liable for all abortive costs involved.

**Liability.** Our Liability arising out of materials or goods proved to us to be defective, is confined to free replacement to site. No claim for consequential losses or damage will be accepted.

**Delivery.** Delivery will be made to the nearest highway. It is the Purchaser's responsibility to carry out a risk assessment when directing a truck off the highway and onto their site. The Purchaser will be responsible for any accident or damage, and any consequences that arise thereof, however caused, once the truck has been directed off the highway.

**Waiting Time.** The time allowed for unloading and loading a truck is 30 minutes. We reserve the right to charge for any detention in excess of this time at the current rate applicable at that time or as specified on your quotation.

**Acceptance of Goods/Materials.** When signing the delivery docket, the Purchaser accepts the Goods/Materials as being the quality and quantity as stated on the docket or the quantity recorded on the docket in respect of site clearance. No queries regarding quantity will be accepted in retrospect.

All sales of goods, materials and services made by the Company shall be on these terms. In the event of any Purchaser placing an order with the Company, which is deemed to be accepted by the Company concludes and contract between the Purchaser and the Company to which these terms and conditions shall apply. These Terms and Conditions shall apply to exclusion of any other terms, warranties or representations written or oral, expressed or implied, even if contained the Purchasers order.