

Primera Slate Company Limited

TERMS & CONDITIONS

1. BASIS OF SUPPLY

- (a) These Conditions of supply of goods and services of Primera Slate Company Ltd., ("Primera Slate") all orders to and contracts with Primera Slate for the supply of goods and services and override any other terms or Conditions stipulated, Incorporated or referred to by the Customer. Accordingly these Conditions of supply of goods and services, except where they are varied by Primera Slate in writing, are the only Conditions upon which Primera Slate supplies goods or services.
- (b) No alteration or modification of these Conditions shall have effect unless such alteration or modification is accepted in writing by a Director of Primera Slate

2. PRICES

- (a) Primera Slate reserves the right to vary its prices without notice and unless otherwise agreed in writing, prices shall be these ruling at the date of delivery. This Condition does not apply to Fixed Price quotations expressed as such.
- (b) All prices (including Fixed Prices) are exclusive of duty or tax and Primera Slate reserves the right to increase prices as a result of the increase or imposition of any duty or tax or by adjustments or alterations in currency rates of exchange.
- (c) All prices include delivery (pursuant to and defined in Clause 4 below) in the UK (where Primera Slate agree to deliver to the Customers premises or site) and packaging and packing costs unless otherwise slated

4. DELIVERY

- (a) All delivery date or periods given by Primera Slate whether before or after acceptance of the order are given in good faith but Primera Slate shall be under no liability whatsoever for any failure or delay in dispatch, Supply or delivery nor for any loss or damage arising in connection therewith.
- (b) Should dispatch or delivery of the goods, or the supply of services, or part of them be delayed or prevented from any cause whatsoever beyond Primera Slate's control or for reason attributable to the Customer or its customers or agents then, at Primera Slate's opinion, either the contract or any unfulfilled part thereof shall be terminated or Primera Slate may extend the time for delivery until a reasonable period after such cause shall have ceased in which event the Customer shall be responsible for all storage and other costs incurred by Primera Slate in connection therewith (including, without limitation, delivery and redelivery costs). Any termination shall not prejudice the rights and obligations of either party in respect of any part of the contract already completed but Primera Slate shall have the right to sell undelivered goods and charge the Customer for any shortfall below the price under the Contract.
- (c) Unless otherwise agreed delivery shall take place at the works of the Customer or at a site nominated by the Customer or on hard road as close as possible thereto. The Customer shall be responsible for providing labour and facilities at the delivery point for the unloading of goods ordered by him and shall indemnify Primera Slate against all claims whatever arising from such unloading operations. Primera Slate reserves the right for its drivers and carriers to refuse to take their vehicles on to a nominated site if in the opinion of the driver or carrier the site conditions are such as to constitute a danger to the vehicles, the goods or to any persons or property in which event the provisions of Condition 4(b) apply.
- (d) Where the goods are to be delivered in installments (but strictly without prejudice to clause 6) each delivery shall constitute a separate contract and failure by Primera Slate to deliver any one or more of the installments in accordance with these Conditions, or any claim by the Customer in respect of any one or more of the installments, shall not entitle the Customer to treat the contract as a whole as repudiated.

5. PROPERTY AND RISK

- (a) The risk in the goods shall pass to the Customer when Primera Slate delivers the goods in accordance with these Conditions whether to the Customer or In any other person to whom Primera Slate has been authorized by the Customer to deliver the goods.
- (b) Notwithstanding delivery and passing of risk the goods supplied hereunder shall remain the property of Primera Slate until Primera Slate has received payment in full in cash or cleared funds of all sums which are or may hereafter become due from the Customer to Primera Slate in respect of the goods or in respect of any other contract between the parties.
- (c) Until the property in the goods passes to the Customer the relationship between Primera Slate and the Customer shall be that of bailor and bailee.
- (d) The Customer agrees to store the goods until they have been paid for in such a way that they are readily identifiable as the property of Primera Slate.
- (e) The Customer shall nevertheless have authority until such time as property in the goods passes to the Customer to sell the goods to its customers, but in the event of the Customer selling the goods or otherwise disposing of them it is hereby agreed that any sub-sale or disposal shall be deemed to be made on behalf of Primera Slate (But without imposing any liability on Primera Slate to the Customer's customer), and the Customer shall hold the proceeds of sale or rights arising therefrom against the Customer's customer on behalf of Primera Slate until such time as the Customer shall have made full payment for such goods and immediately upon such sale or disposal the property rights of Primera Slate shall pass to the Customer on Condition that the Customer ensures that the Customers customer pays the purchase price into a separate bank account in the name of the Customer.
- (f) The Customer is hereby also authorized to use the goods in any manufacturing or other process in the normal course of its business before payment in full has been made as referred to in Condition 5(b) but upon so doing the Customer shall set aside the price of the goods so used in a separate account referred to in Condition 5(e).
- (g) Until such time as property in the goods passes to the Customer then Primera Slate may recover and/or resell the goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose and the Customer hereby grants to Primera Slate an irrevocable license to this effect which shall survive the termination of this contract for any reason.
- (h). Nothing in this Condition shall confer any right on the Customer to return goods supplied by Primera Slate or to refuse or delay any payment for them.

6. PAYMENT AND LIEN

- (a) Unless otherwise stated on Primera Slate's delivery note, payment for the goods or services shall be made by the last working day of the month (Monday-Friday) following the month of delivery.
- (b) Interest shall be payable by the Customer to Primera Slate on any sum outstanding beyond the period of credit allowed by the contract at the rate of 3% per annum above bank base rate from time to time in force.
- (c) Where payment in to be made by installments the failure of the Customer to pay any installment in due time shall entitle Primera Slate to treat such failure as repudiation of the whole contract by the Customer and (without prejudice to any other right) to recover damages for such breach of contract
- (d) Primera Slate shall have a general lien upon any goods of the Customer for the time being in the possession of Primera Slate.

7. CANCELLATION

Once an order has been duly accepted by Primera Slate cancellation by the Customer will only be accepted at the sole discretion of Primera Slate subject to Primera Slate being indemnified in full against all charges, losses (including loss of profit), costs and expenses incurred by Primera Slate as a result of such cancellation.

8. RETURN OF STANDARD GOODS

- (a) Primera Slate, Subject to the prior arrangement of a Director of Primera Slate, may accept at if sole discretion the return of any standard goods from the then current range provided the Customer returns them at his own risk and expense to the distribution centre nominated by Primera Slate, in their original packaging and in a resalable condition.
- (b) A charge for accepting the returned goods will be levied on the basis of 33% of the original invoiced tale subject to a minimum charge of £50 plus VAT

9. SUSPENSION OR TERMINATION CONTRACT

- (a) If the customer shall, in the sole opinion of Primera Slate, be unable or he likely to be unable to pay any sums he owes Primera Slate, Primera Slate shall (without prejudice to any other rights) be entitled to demand security prior to delivery or the carrying out of any services either by payment in cash or by bank guarantee, notwithstanding any forms of payment previously agreed, an in the event that the Customer is unable to provide the security the Customer shall be deemed to have repudiated the contract and Primera Slate shall be entitled to delay delivery of the goods indefinitely or refuse to commence any services or accept the repudiation of the contract without liability whatsoever
- (b) If the Customer commits any breach of these Conditions or of the contract or if any distress or execution be levied upon the Customer or his property or if the Customer shall make or offer to make any arrangement with creditors or commit any act of bankruptcy or if any petition receiving order in bankruptcy be presented or made against him or if a receiver, administrative receiver, Administrator or manager be appointed over all or any of the assets of the Customer or if a winding up order be made against the Customer or if the Customer goes into liquidation (otherwise than for the purpose of reconstruction or amalgamation) Primera Slate shall, without prejudice to any other rights and remedies it might have and without any liability, have the right immediately by notice in writing to
- (i) suspend or terminate any contract or any unfulfilled part hereof; and
- (ii) stop delivery of any goods or services, and
- (iii) call for immediate payment of all monies owing to Primera Slate under any contract.

11. LIABILITY

- (a) Primera Slate shall not, notwithstanding any other provision of these Conditions, under any circumstances be liable in contract, tort (including negligence or breach of statutory duty), statute or otherwise for any indirect or consequential loss or damage of any kind or for any increased costs or expenses or less of profit, business, contract, revenues or savings.
- (b) The Customer shall inspect all goods immediately upon delivery and in the event that the Customer alleges that the quantity of goods delivered does not correspond with the quantity stated or that such goods are defective he shall within three days of delivery give to Primera Slate notice in writing specifying the particulars of his complaint
- In the event of failing to give such notice as aforesaid, Primera Slate shall have no liability in respect of any alleged non-delivery of goods or defects therein which should have been apparent on a reasonable visual inspection at the time of delivery

12. Guarantees

- (a) All goods supplied are not manufactured by Primera Slate and therefore the manufacturer's conditions and guarantees apply in addition to the Company's terms and conditions.
- (b) All Natural States supplied by Primera Slate are 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) Primera Slate will only issue guarantees upon written request.
- (d) Warranties as to product performance may not be given by the customer.
- (e) Where any valid claim relating to any of the goods which is based on a defect in the quality or condition of the goods or their failure to correspond with the sample, we may replace the goods (or parts in question), free of charge at our sole discretion, refund you the price of the goods (or an appropriate part of the price), but we shall have no further liability to you.

13. FORCE MAJEURE

Primera Slate may cancel any contract without prejudice to any of the rights and remedies it may have and without any liability whatsoever if prevented from performing it owing to any cause whatsoever beyond Primera Slate's reasonable control.