

Terms & Conditions for Sale of Goods

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1. "Buyer" means the organisation or person who buys Goods
- 1.2. "Goods" means the articles to be supplied to the Buyer by the Seller;
- 1.3. "Intellectual "Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4. "Seller" means Roman Products Ltd, Malt Kiln Farm Barn, Low Road, Pentney, PE32 1JF

2. GENERAL

2.1. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.

2.2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. PRICE & PAYMENT

3.1. The price shall be the Recommended Retail Price less agreed discount, unless otherwise agreed in writing between the parties. The price is exclusive of VAT, transportation or any other applicable costs.

3.2. By placing an order, you agree to pay pro-forma for the invoiced goods. Pro-forma payment is not required when a credit agreement is in place, or if stated otherwise on the invoice. Our acceptance of your order brings into existence a legally binding contract between us and you. Customers should satisfy themselves that the products they are ordering are suitable for their requirements before placing an order. No responsibility is placed with Roman Construction Products Ltd. for the decision to order.

3.3. Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller. Where credit is offered payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller. Credit is not available for bespoke or special orders, which must be paid in full on order, or under the conditions agreed at the time of purchase.

3.4. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5 per cent per annum above the Bank of England base rate plus a £25 administration fee.

3.5. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

- a) require payment in advance of delivery in relation to any Goods not previously delivered;
- b) refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

4. DESCRIPTION

4.1. Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

4.2. Any description given to the Goods is given by the Seller as guidance and not specification. It is the responsibility of the Buyer to sample and test the goods according to best practice, and Health and Safety requirements, as being fit for purpose.

4.3 We reserve the right to charge professional fees for technical support. We also reserve the right to charge professional fees for failure investigations and written reports where the failure circumstances are found to be outside of our control. Fees vary and can be advised on application.

5. SAMPLE

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

6. DELIVERY

6.1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.2. If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage and re-delivery.

6.3. Any faulty goods, shortages, over deliveries and duplicated orders should be reported to the Seller within 14 days of delivery and where applicable returned within 30 days to enable replacement or refund.

6.4. In the case of damaged goods, it is the responsibility of the Buyer to prove that damage was caused prior to receipt of goods. In this instance it is essential that you record and report any damage immediately, directly to the delivery person and Seller to enable a replacement or refund. No refund will be given on any product damaged in the possession of the Buyer, or where packaging is damaged but the product is still usable.

6.5. Insured terms of transported goods will be agreed on an individual basis. Roman Construction Products Ltd. will not be liable for any incidental, special or consequential damages. We are not liable for any losses in transit.

6.6. The customer shall be responsible for all customs clearance and payment of all charges and duties in the territory. The risk passes to the buyer upon leaving us and on delivery to a common carrier. You will need to be sure that you have sufficient and proper equipment and that your own designated personnel are available to unload products/goods delivered to your premise(s) as the delivery companies' drivers are not obliged/required to provide assistance in unloading and/or placing your order.

7. RISK

Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

8. TITLE

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

9. RETURN OF UNUSED GOODS

9.1. All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required or sold by the Buyer, unless otherwise agreed, in which case the following terms apply.

9.2. Any returns must be authorised by a representative of the Seller before any credit will be given. We do not accept returns in the case of bespoke, custom manufactured or specially designed products. We therefore encourage customers to ensure specialist advice has been sought and take care to understand the terms and conditions of their order. By approving your invoice you agree to pay for the goods listed and understand that no refund, replacement or compensation can be claimed for the goods once the order has been placed.

9.3. Where the Seller agrees to accept the return of goods that are not damaged the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way. The Seller will only accept returns that appear in the Sellers current Publication List and with proof of purchase.

9.4. Credit of amounts due or paid in will only be given for goods that are in saleable condition.

9.5. All return are subject to a restocking charge of 25%.

10. LIMITATION OF LIABILITY

10.1. The Seller shall not be liable for any all loss or damage suffered by the Buyer in excess of the contract price. We shall not be liable in any way for any loss of revenue, profit, goodwill or any consequential or indirect or special loss or damage arising out of the purchase of any goods by you from us or late or non-delivery of goods. We do not accept liability for any loss from claims of third parties arising out of the use of Goods or Services purchased from us.

10.2. It is the responsibility of the buyer to ensure products are fit for purpose and to take note of the relevant health and safety information, we accept no liability for health issues that may occur from the use of products supplied to you by us.

10.3. All products should be used only for the purpose intended and in accordance with the product instruction. The application of bespoke or special order items should be specified by an approved contractor or professional and agreed with Roman Construction Products Ltd. prior to installation. All such systems must be properly supervised and installed in accordance with the agreed specification. We accept no liability for any losses occurring whatsoever for products or systems that are not correctly installed or specified or for the use of products outside of the recommended applications.

10.4. Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

11. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

12. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

13. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

14. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

15. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

16. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Roman Products is a Limited company.