

COOPERS

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Standard Terms of Sale

1. General

- These terms will govern all sales by Cooper Drainage Supplies Ltd ("the seller") unless the Seller expressly agrees in writing to any variation (whether in the form of a Buyer's terms of trading, or otherwise).
- A contract is not made between the Seller and a Buyer until the Seller has accepted the Buyer's order (whether resulting from a quotation of the Seller's or not).
- A tender or quotation is open for 30 days only from the date shown; it is subject to withdrawal or alteration at any time before a contract is concluded.

2. Cancellation

- Orders received and acknowledged by the Seller shall not be subject to cancellation, either wholly or partially, without the Seller's consent, and cancellation of any contract to which the Buyer is a party will not constitute sufficient cause for cancellation of any order placed by the Buyer.

3. Drawings

- All illustrations, preliminary drawings, specifications and particulars of weights and measures submitted with any tender or quotations are approximate only, and the description contained in the Seller's and manufactures' catalogues and other advertising matter are intended to present merely a general idea of the goods and are not necessarily binding in detail.
- The Seller reserves the right at any time and without notice to vary the specifications (including materials and construction) and design of goods and to supply goods as so varied in performance of any order.

4. Prices

- Prices are subject to alteration without notice, and the price ruling at the date of despatch of goods will be the contract price.
- Except where otherwise stated, prices are exclusive of value added tax.

5. Payment

- Unless the Seller has, at its discretion, agreed to grant credit terms, goods must be paid for at the time of order.
- When the Seller has agreed to grant credit, payment must be made within 30 days of end of month of despatch.
- Credit terms granted may be withdrawn by the Seller at any time, without notice.
- If, for reasons of late payment or otherwise, the Seller considers that a Buyer's creditworthiness is impaired, the Seller may, at its absolute discretion and without prejudice to its rights against the Buyer, suspend performance of its obligations under the contract or treat the contract as repudiated by the Buyer.

- *When goods are to be delivered in instalments, each instalment will rank as a separate contract, and payment is to be made accordingly.*
- *A defect in any delivery or instalment shall not entitle a Buyer to suspend, reduce or refuse to make payment in respect of any other instalment.*

6. Delivery

- *Delivery dates quoted are estimates only. The Seller will make every reasonable effort to keep them, but accepts no liability for any financial or other loss or damage (whether direct or indirect) if delivery is nonetheless delayed, nor shall any such delay entitle the Buyer not to accept and pay for the goods when they are delivered.*
- *The Seller will arrange delivery of goods by means, at the Seller's discretion, of ordinary goods transport, unless the Buyer otherwise requires.*
- *The risk in the goods will pass to the Buyer when they are loaded onto the Buyer's transport (or they are offloaded at their destination, if being delivered by the Seller or a common carrier).*
- *Where deliveries are made by instalments against the contract the Seller's failure to make any delivery shall not be entitle the Buyer to repudiate the contract.*
- *Without accepting liability for failure in any case to do so, the Seller will pursue for the benefit of the Buyer any claim for damage or short delivery or loss of goods in transit provided that the Seller and the carrier are notified in writing of the claim, within 14 days after the date of the advice note or other despatch notification in the case of a complete loss and within 7 days after delivery in the case of damage or short delivery; and in the latter case also that on delivery the goods have been signed for "unexamined" or the damage or short delivery has been recorded on the carrier's delivery documentation.*

7. Title to The Goods

- *The goods shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as the Buyer shall have paid to the Seller the agreed price together with the full price of any other goods the subject of any other contract with the Seller.*
- *Until such time as the Buyer becomes the owner of the goods he will store them on his premises separately from his own goods or those of any other person and in a manner, which makes them readily identifiable as the goods of the Seller.*
- *The Buyer acknowledges that until such time as the property in the goods passes to the Buyer he is in possession of the goods as a bailee for the Seller.*
- *Until payment due under all contracts between the Buyer and the Seller has been made in full, in the event of sale of the goods by the Buyer:*
 - *the Seller shall be entitled to trace all proceeds of sale received by the Buyer through any bank or other account maintained by the Buyer;*
 - *the Buyer shall if requested by the Seller in writing to do so assign its rights to recover the selling price of the goods from the third parties concerned.*
- *The Seller may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.*
- *Until the Seller has received in cash or cleared funds payment in full of the price goods the Buyer shall not be entitled to dispose of any property in the goods (by sale or otherwise) to the holding company of the Buyer to any subsidiary of the Buyer or any such holding company.*