

Building Products Distributors Ltd

Terms and Conditions of Sale

1. Definitions

The 'Company' shall mean Building Products Distributors Ltd.

'Goods' shall mean all the articles, products and materials supplied or otherwise dealt in by the Company.

'Buyer' shall mean the party placing the order.

2. General

(a) All Purchase orders ('Orders') are subject to these terms and conditions of sale ('Conditions') These conditions may not be modified or varied unless the Company agrees in writing and the Company shall not be deemed to have accepted any other Conditions nor waives any of these conditions by failing to object to terms and conditions contained in any Order or any other communications from the Buyer.

(b) These conditions may be varied only by agreement in writing with a Director of the Company.

(c) Without Prejudice to Clause 8, no verbal representations, warranties, guarantees of statements made by or on behalf of the company may be relied upon the Buyer or bind the Company unless same are confirmed in writing by the Company.

(d) Notwithstanding acceptance of the Buyer's order, the Company can give no warranty or undertaking that the Goods are available and reserves the right to cancel the order if it should be unable to affect the order within 45 days of acceptance for any reason whatsoever and in such a case the Company shall not be liable to compensate the Buyer.

3. Trading Terms

Every order shall fall due for payment thirty days after the month end when the goods were invoiced. Should payment of any statement be overdue:

(a) The total value of the Goods supplied to the Buyer (not previously paid for) shall become payable immediately.

(b) The Company shall be entitled to charge interest at 1% per month on the outstanding balance plus a compensation fee in the range of £40-£100 [per The Late Payment of Commercial Debts (Interest) Act 1998].

(c) The Buyer's credit facility shall be suspended

(d) All Professional and legal costs incurred by the Company in collection of overdue items shall be chargeable to the Buyer.

(e) Any queries on invoices shall be communicated to the Company within 10 working days of invoice date.

4. Credit

No credit shall be given unless first applied for in writing and approved by the Company. The Company reserves the right to suspend credit facilities should the Company in its absolute discretion consider that the Buyers credit worthiness is in jeopardy.

5. Prices/Charges

All orders shall be made subject to the Company's prices. Carriage charges applicable at the date of despatch of the Goods included in the Order. All prices are subject to VAT at the appropriate rate.

6. Delivery

(a) The Company will use all reasonable endeavours to keep to agreed delivery dates, which are quoted on the basis of existing commitments but will not be liable for delay however caused. The time of delivery shall not be of essence.

7. Warranties and Guarantees

(a) 5 Years warranty which starts from the date of invoice from BPD Ltd.

(b) The warranty is conditional on the heat exchanger being installed in accordance with proper plumbing practices and the supplied installation guide. The label must always be visible and accessible. A checklist must also be completed and submitted to BPD Ltd, in accordance with the requirements of SAP.

8. Returns Policy

(a) The buyer may cancel orders at any time before the goods are dispatched with by emailing dawn@bpdlimited.com or by telephoning 02893344488.

(b) Before returning any goods to the company the buyer must contact the company either by emailing dawn@bpdlimited.com or by telephoning 02893344488 to arrange return. Details must be given if the original delivery which is found on the delivery note accompanying the goods. The buyer is required to issue a returns note. Reason for return will be required.

(c) The buyer may return the goods within 14 days from the date of delivery/collection provided that the following conditions are satisfied (i) Goods will only be accepted if they are in brand new, unused condition fit for immediate re-sale (ii) Packaged items will only be accepted if the package remains unbroken and in reasonable condition and (iii) The buyer supplies the advice note or other proof of purchase.

(d) Applicable to all returns with exception of faulty items (i) Faulty items will only be refunded if it is a manufacturers fault (ii) Refunds will not be given if fault is caused by incorrect installation (iii) The company reserves the right to impose a restocking charge of 20% if goods are returned after 14 days (iv) The risk and cost of the returning the goods shall be at the buyers' cost.

(e) The company will examine the returned goods and will process the refund within 30 days. Unless otherwise notified by the Company the price of the goods will be refunded less any applicable restocking charge.

9. Title of Goods

(a) The risk in the Goods passes to the Buyer upon delivery but title of the Goods remains vested in the Company and shall only pass from the company to the Buyer upon full payment being made by the Buyer of all sums (dues on whatsoever account or grounds) to the Company or any company nominated by the Company.

(b) The Buyer agrees that prior to the payment of the whole price of the Goods the Company may at any time enter upon the Buyers' premises and remove Goods there from and that prior to such payment the Buyer shall keep such goods separate and identifiable for this purpose.

10. Headings

The headings in these terms and conditions are for ease of reference only and are not to be treated as a guide to interpretation of these terms.

11. Law and Jurisdiction

These conditions shall in all aspects be construed in accordance to the Law of Northern Ireland and the Courts of Northern Ireland shall be granted non-exclusive jurisdiction of respect therefore.