

**CONDITIONS OF SALE – CUSTOMERS (page 1 of 2)**

**Definitions**

In these conditions “The Company” means McCauley’s limited and “The Customer” means any person or body purchasing goods from the Company. “Goods or Materials” means merchandise manufactured or supplied by the Company.

**Basis of Trading**

These conditions of sale apply to and govern the supply of all goods by the Company to the Customer. There shall be no variation from these terms and conditions unless authorised by the Director.

**Prices**

Quotations are given and orders are accepted on the understanding that the price payable shall be the price ruling on the date of delivery, unless otherwise stated, and are exclusive of VAT, which shall be added if applicable. Any typographical clerical or other error in any sales literature, quotation price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company

**Delivery**

The Company shall use its best endeavours to deliver at the times stated but delivery dates shall be regarded as estimates only and the Company shall not be liable for any losses resulting from delay in delivery. Deliveries may be suspended or revised owing to any contingencies beyond the Company’s control such as fire, accidents etc. If the buyer makes default in any payment or becomes subject to the bankruptcy laws, or being a company, have a receiver appointed or pass a resolution for winding up, the Company may as its option cancel further deliveries.

**Carriage**

Unless otherwise stated the price quoted is subject to carriage being extra. The method of carriage will be at the Company’s discretion but if the buyer requires the goods to be sent by any different method the additional cost (if any) of such carriage will be payable by the buyer. The buyer must inform the Company and the carrier in writing (other than upon the carriers documents) within 10 days of the date of dispatch, if the goods have not been delivered and within three days of arrival of the goods, of any damage, pilferage or shortage. The Company will not be liable for any damage caused whilst offloading the trailer.

**Payments**

All payments for goods must be made upon delivery or if credit arrangements have been agreed, within the credit terms agreed in writing by the Company. If the payment is not made by the due date, interest shall be payable by the Customer to the Company.

No order which has been accepted by the Company may be cancelled by the Customer except with written agreement of the Company and on terms that the Customer shall indemnify the Company in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation. All deposits are non-refundable.

If a payment is made by credit card there will be a charge of up to 2% as per banking guidelines

**Inspection**

The buyer shall inspect the goods immediately on delivery and shall within seven days give notice to the Company of any damage or defect, whereof it may allege that the goods are not in accordance with the contract. Failure to give such notice shall deem the goods to be in accordance with the contract and the buyer shall be bound to accept and pay for the same accordingly.

**Claims**

Any claim to the effect that the goods do not conform to the description or specification shall be limited to the invoice value or to the proportion of such value as may be related to the quantity or proportion of the goods concerned. Settlement of any such agreed claim shall either be by replacement of the goods concerned or by an appropriate price allowance at the Company’s discretion. The Company shall not be responsible for consequential damage under any circumstances.

**Drawings and specifications**

All information contained in any drawing, catalogue or specification (or which accompanies or forms part of any quotation) is subject to alteration at any time without prior notice and the Company will not be bound to comply exactly therewith. The Company shall not be liable for any inaccuracies in any drawings, specification or other information supplied to it by the buyer and it shall not be liable for any defects, accidents or happenings arising out of such faulty information.

**Indemnity**

The buyer will indemnify the Company against all claims whatsoever kind and from whomsoever arising from death or personal injury arising out of any use of the goods by any person including the buyer.

**Warranty**

Goods are only guaranteed as per the Company’s supplier’s warranty and to be free from defects in workmanship and materials at the time of delivery. Any Liability for breach of this warranty shall be limited to a refund of the purchase price or to replacement upon return at the Company’s option. No claim for breach or alleged breach of this warranty will be considered unless delivered to the Company within a reasonable time after delivery of the shipment to which the claim relates. No other warranty, whether expressed or implied is made by the Company. No warranty on second hand goods. The warranty period and maintenance schedule relating to warranty is detailed in the operations manual which you receive upon receipt of your goods.

**Retention of title**

All goods that are supplied to the Customer by the Company, notwithstanding delivery and the passing of risk, shall remain the property and title of the Company until such times as the said goods have been paid for in full by the Customer. Furthermore and in the event that the Customer has not discharged the sums due to the Company in accordance with the terms thereof, the Company reserve the right to attend at the premises of the Customer to recover all goods supplied to the Customer to the value of any amount remaining unpaid to the Company. The Customer irrevocably consents to the representative of the Company entering the premises to recover said goods. This clause shall bind the Customer, its staff, agents and any Receiver Liquidator, Examiner or such person that may be appointed by the courts.

**These terms and conditions** shall apply so far as they should be held to be lawful and enforceable. If any conditions or part of any condition shall be held to be unlawful or unenforceable then these conditions shall be read and construed as if such condition or part therefore were omitted.

**Jurisdiction**

This agreement shall be considered as a contract in Northern Ireland and shall be subject to the laws of Northern Ireland. Both parties agree that the courts of Northern Ireland shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this agreement.

Signed: .....

Date:.....