



Middleton Aggregates Ltd, Mill Drove, Blackborough End, King's Lynn, Norfolk, PE32 1SW

T: 01553 841 044 | **E:** sales@middaggs.co.uk | **W:** www.middaggs.co.uk

PLEASE COMPLETE IN BLOCK CAPITALS AND RETURN WITH HEADED PAPER (IF APP). CREDIT CHECKS ARE ONLY VALID FOR 30 DAYS.

COMPANY DETAILS:

COMPANY/TRADING NAME:

TRADING ADDRESS:

POST CODE:

COMPANY TEL NO:

EMAIL ADDRESS:

(For accounts matters)

CONTACT NAME:

WEBSITE:

INVOICE ADDRESS:

(If different from above)

POST CODE:

TYPE OF BUSINESS:

LIMITED Co: SOLE TRADER: PARTNERSHIP: LLP: OTHER:

LTD REGISTRATION NO:

VAT NO:

REGISTERED OFFICE:

(If different from above)

POST CODE:

DOES YOUR COMPANY REQUIRE ORDER NOS TO CLEAR INVOICES:

YES: NO:

HOW DID YOU FIND MIDDLETON AGGREGATES?:

ONLINE: RECOMMENDATION: OTHER:

PARTNERSHIPS / LIMITED PARTNERSHIPS / SOLE TRADER:

01 NAME:

HOME ADDRESS:

POST CODE:

TEL NO:

EMAIL ADDRESS:

02 NAME:

HOME ADDRESS:

POST CODE:

TEL NO:

EMAIL ADDRESS:

NB: IF MORE THAN TWO PARTNERS PLEASE SUPPLY DETAILS ON SEPARATE SHEET

No. OF YEARS TRADING:

TRADE REFERENCES:

PLEASE SUPPLY TWO TRADE REFERENCES. **NB:** BUILDERS MERCHANTS WILL NOT SUPPLY TRADE REFERENCES

01: COMPANY/ NAME:

EMAIL:

02: COMPANY/ NAME:

EMAIL:

CREDIT REQUIRED:

£

I/WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF TRADING OF THE SUPPLIER AND FURTHER AGREE THAT THEY ARE BOTH REASONABLE AND ENFORCEABLE. IN CASE OF A LIMITED COMPANY THIS FORM MUST BE SIGNED BY A DIRECTOR.

SIGNATURE:

DATE:

NAME:

POSITION:

TERMS AND CONDITIONS OF TRADING

1. Interpretation

- (a) "The Contract" means each order or series of orders for goods or services placed by the Purchaser after the date hereof together with the acceptance thereof of these general conditions of sale.
- (b) In the Contract the following expressions shall (unless the context otherwise requires) have the meaning hereby respectively assigned to them. "The Supplier" means "Middleton Aggregates Ltd" "The Contract Price" means the total sum payable in accordance with a contract in respect of the supply of goods and such services as are to be undertaken by the Supplier. "The Goods/Services" means the materials, services or other articles (as the case may be) to be supplied under the contract." The Buyer" means the Individual/s, Firm or Limited Company agreeing to the purchase or hire of the goods/services under the Contract and shall include the legal personal successors of such Individual/s, Firm or Company.
- (c) The Headings of these general Conditions of Sale shall not affect the interpretation of the Contract.
- (d) Any decisions, act or thing which the Supplier is authorised to do under the Contract may be taken or done by any person authorised either generally or specifically by the supplier to take or do that thing or act.

2. PRICE

Except as stated in 2(a) below, all quotations are subject to the condition that deliveries will be made at the price ruling at the date of despatch. This condition overrides all other provisions as to prices in this quotation. The prices quoted are therefore subject to any price variations made before or after acceptance of the quotation and also during the currency of any order and/or contract resulting there-from.

- (a) In certain exceptional circumstances a quotation may be made on a fixed price basis, in which case the words "price fixed until ... (date)" will appear on the quotation. In such cases there will be no variation of the quoted price during the period stated, but prices may be varied immediately afterwards without further notice. All other conditions apply to quotations made on a fixed price basis.

3. DESPATCH / DELIVERY and INSTALLATION

- (a) Legal ownership of any goods supplied shall not pass to the Buyer on delivery. The goods shall remain the legal property of the Supplier and full title in the goods shall not pass to the Buyer until payment of the full amount of the contract price has been made by the Buyer in cleared funds.
- (b) The Buyer shall keep and store the goods in such a manner that can be readily identified as items belonging to the Supplier.
- (c) If payment for the goods/services is overdue in full or in part or if the Buyer enters into Receivership or any composition with his or its creditors the Supplier shall have the right to possess the goods and in furtherance whereof the Buyer hereby agrees irrevocably to grant permission to the Supplier or its duly appointed representative to enter upon the Buyer's premises and remove the goods.
- (d) "Time will not be of the essence" with regard to any contract entered into by the Supplier unless expressly agreed in writing by the supplier at the time of ordering.
- (e) The supplier will not be held liable for any damage to any property of the purchaser or any party at all, due to inclement weather, or due to the inability of the supplier to complete any contract or part of a contract due to the effects of inclement weather and the Buyer unconditionally indemnifies the supplier against any action at law whatsoever with respect to any such claims that may be made.
- (f) All offers to supply are made in good faith in accordance with circumstances applying on the date of the quotation. Prices are calculated either "ex quarry" or "ex wharf" or "delivered" on the assumption that when supplies are required by the customer there will be material available unsold at the quarry or wharf stated on our quotation. If, for any reason whatsoever, material is not available, or not available in sufficient quantities, we do not undertake to deliver at the same price from a more distant quarry or wharf, nor shall we be liable for any loss sustained by the customer due to our inability to supply material as quoted. If, for any reason whatsoever, we are obliged to close down or reduce output from the quarry or wharf from which it was intended that supplies would be made available, we do not accept responsibility to supply from any other quarry or wharf owned by us or from any other source at our original quoted price. Whenever possible, we will, in such circumstances, re-quote to supply similar materials which may be available at another of our quarries or wharfs in the area.
- (g) Unless prices have been quoted "ex quarry" or "ex wharf" all prices quoted are delivered prices including the cost of delivery in our own or hired vehicles. It is the customer's responsibility to ensure that the site for delivery or collection of materials is suitable for our delivery vehicles. The customer agrees to indemnify us in respect of any damage caused to the customer's property, any third party's property, or to our delivery vehicle during the course of delivery unless such damage is caused by the negligence of our delivery driver.
- (h) When one of our vehicles calls at a customer's premises or site to deliver our materials, the customer is to ensure that the vehicle is unloaded with all reasonable despatch. If unloading is delayed for more than fifteen minutes, an extra charge will be made based upon our current hourly rates.
- (i) Where prices are quoted "ex quarry" or "ex wharf" the materials will be delivered into the customer's vehicle at a suitable delivery point at the quarry or wharf as directed by the quarry or wharf superintendent. Where practicable, notice should be given of the date and time when the customer's vehicle will collect the materials. The customer's own vehicle will be loaded with the utmost despatch but we shall not in any event be liable for any delay in delivery of the materials into the customer's vehicles nor any loss consequent thereon. Customers are responsible for the condition of the vehicles in which they collect materials, whether owned or hired and we shall not be liable in any way for loss or contamination of materials resulting from the condition of such vehicles
- (j) A copy of a conveyance note must be signed on receipt of the goods. Unless any deficiency or damage is recorded thereon, we cannot accept any responsibility for claims.
- (k) If this quotation relates to the collection of waste, the customer warrants that such waste is both inert and non-toxic and will not pollute the land, the water supplies or the air in or around the land in or on which the waste is deposited
- (l) This quotation is subject to acceptance of the whole unless we agree specifically to any deductions or differences in quantities.
- (m) Unless otherwise expressly agreed in writing, our prices only cover the supply of materials on normal working days and during normal working hours. All materials delivered or made available at the customer's request on bank holidays, Sundays and Saturday afternoons and outside our normal working hours will be subject to extra charges.

4. DEFECTIVE GOODS & DELIVERY

- (a) The Buyer is under a duty to inspect the goods on delivery. No liability is accepted by the supplier from delay in delivery of the goods unless the supplier has expressly agreed to be bound by a delivery/installation date in writing, which is of the essence of the contract. The supplier accepts no liability for any delays or non-delivery due directly or indirectly to strike, fire, act of state, force majeure or other circumstances beyond their control.
- (b) In the event of any dispute arising concerning the quality of materials supplied, a representative sample shall be drawn in the manner prescribed by the British Standards Specification in the presence of our representative from the unused portion of the delivery complained of. This representative sample will be packed in a suitable container and referred for examination in accordance with the appropriate British Standards Specification to some recognized aggregate testing expert, to be mutually agreed upon or, failing agreement to be named by the President of the Institute of Civil Engineers. The report of such expert shall be binding and final on all parties. The expert fee shall be paid by us if the material fails to comply with the requisite standards and by the customer in the contrary case.
- (c) The Supplier shall make good by way of replacement any defective goods or service
PROVIDED THAT:
Immediate written notification of the alleged defect is given by the Buyer to the Supplier within seven days of delivery or completion of any such goods or services, by recorded delivery.

5. INDEMNITY

Except as expressly provided in the Condition 3 hereof the Supplier shall have no liability whatsoever in respect of any defects in the goods or services. The Buyer shall indemnify the Supplier and all servants and agents of the Supplier against all and any actions and demands of whatever nature arising out of the use of the goods.

- (a) In the event that the buyer is an incorporated entity the Directors hereby unconditionally and expressly agree to be held personally liable for and to indemnify the supplier with respect to any debts/unpaid accounts due to the supplier from such an entity and furthermore agree that any person signing and contracting for the services of the supplier on behalf of the buyer is signing for and on behalf of such directors as the entity may have.

6. MANUFACTURE OF GOODS

The Supplier will not be held liable for any defects due to the manufacture of goods supplied to the Buyer and give no guarantee of any kind whatsoever, except compliance with the design or British Standard Specification.

7. RESERVATION OF TITLE

- (a) The property in goods sold by the supplier to the purchaser shall remain vested with the supplier until all sums owed by the purchaser to the supplier on whatsoever grounds have been paid.
- (b) The customer expressly grants the supplier and or their agent/s licence to enter at all times upon the customers premises where the goods to which title has not passed to the customer and that the supplier will have the right to re-possess any such goods as have not been paid for. And that the customer will indemnify the supplier for all and any costs whatsoever incurred for such action and all actions at law that may result from such action..

8. RISK

All goods supplied are at the sole risk of the purchaser after their delivery or collection.

9. TERMS OF PAYMENT

- (a) The Purchaser agrees to pay the suppliers invoice fully within 30 days of the date of invoice, or delivery as the case may be.
- (b) Interest at the rate of 10% over the current base lending rate applicable at the time may be charged by the Supplier at their sole discretion on all sums due to the Supplier from the Buyer from the date on which payment is due and until the payment is made in full with cleared funds. The date of payment shall not be postponed on account of additions or alternatives to, or omissions from or defects in the goods/services, which do not substantially affect the commercial use of the goods/services. We reserve the right to enforce the terms of The Late Payment Commercial Debts (Interest) Act.

10. DEFAULT IN PAYMENT. THE SUPPLIER MAY:

- (a) For any reason whatsoever Summarily terminate the Contract with respect to all or any of the goods/services but without prejudice to any rights which may have accrued or which may accrue thereafter to the Supplier and/or
- (b) Deduct the amount payable under the Contract from any sum then due or which may thereafter become due to the Buyer under any other Contract with the Supplier and apply "Set-Off".
- (c) Re-Impose any sum by way of discount or deduction from the Estimated/Quoted price of the goods/services shown on the initial order and/or
- (d) In the event of any Cheque/Standing Order or Direct Debit Instruction which is returned marked "refer to drawer", "Represent" or unpaid in any manner whatsoever charge at the Suppliers sole discretion the rate of 5% of the amount for which the payment was drawn or £50.00 whichever is the greater and/or
- (e) Withdraw all future credit facilities that may have been extended to the Purchaser and/or
- (f) Charge to the Purchaser all and any cost whatsoever, incurred by the Supplier for the recovery of such sums as are due and the enforcement of the Contract, including any third party collection agency fee's and any fee's deemed necessary for the collection of such sums.
- (h) Confer the rights of this contract to any third party collection agency who may subsequently enforce any part of this contract.
- (i) In the event that the purchaser supplies payment by way of cheque and that in any event the payment is Dishonoured for any reason whatsoever charge to the supplier all Bank Charges incurred and the sum of £50.00 per dishonour for the Noting of the Dishonour.

11. We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.

12. No claims against the supplier whatsoever for non completion of the contract or dissatisfaction with the suppliers services will be accepted unless notified to the supplier in writing, by recorded delivery within 7 days of the completion of the contract or delivery of the goods.

13. Unless otherwise agreed by us in writing, the above terms and conditions shall apply to all orders placed with us. Any stipulations or conditions in a customer's order form which would conflict with any of these terms and conditions, or in any way qualify or negate the same, shall be deemed to be inapplicable to any order placed with us, unless expressly agreed by us in writing when acknowledging the order in question

14. If any of the above terms and conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, such term or condition shall be deemed not to form part of the order and the enforceability of the remaining terms and conditions shall not be affected

15. The terms of this contract will be governed solely by English Law and the Jurisdiction of the English Courts.