



**BUILDING SUPPLIES**  
[www.tamartrading.com](http://www.tamartrading.com)

# **Tamar Trading Company Ltd**

## **Building Supplies**

### **Holsworthy**

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E: [holsworthy@tamartrading.com](mailto:holsworthy@tamartrading.com)

### **Torrington**

Hatchmoor Ind. Est., Torrington  
Devon, EX38 7HP  
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### **Bodmin**

Cooksland Ind. Est., Bodmin  
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## **TERMS AND CONDITIONS OF SALE**

1. All accounts are payable by no later than the last day of the month following the month of delivery. No discount or credit charges can be allowed if these payment terms are exceeded.
2. Statements in any quotation or contract made by us as to the time or date for delivery of goods or materials or for completion of any work or otherwise for the performance of our contract are to be treated as an approximate estimate based on current trading conditions existing. We can accept no responsibility if we are delayed or prevented from delivering goods or materials or executing work or otherwise performing our contract from any cause beyond our control including Act of God, force majeure, war or hostilities, legislation, Government Order or direction, any strike, lock-out, labour disturbance, civil commotion, fire, accident, breakdown of machinery or any lack or shortage of labour or material or any reduction or stoppage of output at the works of the makers of any goods or materials required and in any such case we are to be released from any obligation to complete our contract with the customer by a particular time but without prejudice to our right to recover payment for goods or materials already delivered or work already done. Without prejudice to the subject matter of this clause if due to any cause beyond our control, it will not be possible for us to perform the contract in the manner envisaged or in any similar manner, the customer will have the option of rescinding the contract subject to the payment for goods or materials already delivered or work already done.
3. Unless expressly stated to be otherwise, a quotation is not a tender but is merely an invitation to the customer to place an order. All quotations are therefore subject to confirmation by us upon receipt of the customer's order and no contract shall exist until such confirmation is given.
4. 4a) Samples submitted for approval must be accepted as showing substance and general character only. Equality of the bulk as to colour, size, thickness or shape cannot be guaranteed. Unless otherwise stated all sizes quoted for prepared timber are nominal sizes before machining.  
4b) When requested by the customer to estimate and/or supply materials by reference to plan specification, bill of quantities or the like although every care is taken we accept no responsibility for the sufficiency or suitability of the information or material supplied as a result.  
4c) We shall on request manufacture to the customer's drawings, designs, bills of quantities or specifications but will not accept responsibility for any inaccuracies or for faulty design therein. The customer shall indemnify us against claims for damages and costs and against all liability in respect of any infringement or alleged infringement of patent rights or registered designs resulting from our compliance with the customer's instructions expressed or implied.
5. We do not undertake to deliver or collect any load over roads or other ground which we consider unsuitable. When we agree to deliver goods or materials our obligation is to deliver as near to the site as a safe hard roadway permits. The customer is to provide free of charge all the labour required for unloading and stacking our goods and materials and is to be responsible for all demurrage charges arising from any delay in unloading and we shall be entitled to charge any cost to be incurred should the period of unloading one full lorry exceed one hour. Any failure by the customer to accept delivery of goods which we have notified him are ready for despatch will entitle us to charge costs of storage etc. without prejudice to any other rights in respect of such failure.
6. Unless otherwise stated all crates, cases or packing charged for by us will be refunded if the same are returned to us carriage paid and in good condition within 28 days from the date when delivered to the customer.
7. Unless otherwise agreed in writing we can accept no responsibility for breakage of or damage to goods or materials while in transit to the customer. In the event of any goods or materials failing to reach their destination within seven days of the date of despatch as notified to the customer by us, the customer must inform us of the fact by not later than the tenth day after despatch or otherwise we cannot be responsible for any claim in respect thereof. Goods or materials when delivered should be checked by the customer's representative in the presence of the carrier. If the customer wishes to claim that there is any shortage on delivery in respect of goods or materials supplied by us are defective or not in accordance with the contract the customer must note it on the delivery ticket at the time of delivery and also give notice to us (and in the case of any shortage or damage) to the carrier by whom the goods were delivered within two days after the day of delivery of the same. If the customer fails to note his complaint on the delivery ticket or to give such notice the goods or materials shall be deemed to have been delivered and be in accordance with the contract in all respects. If for any reason beyond our control our driver cannot obtain the customer's signature for the goods, we cannot accept responsibility for shortage or defects unless these are notified to us in writing within two days of advising the customer that delivery has been made.
8. 8a) In accepting delivery of goods supplied by us the customer will be taken to acknowledge that no representation, whether oral or in writing, has been made by us or anyone in our employ which has led the customer to enter into the contract for the supply of those goods. No representation or warranty is made or given except as expressly stated herein or in our written quotation and in particular goods are not tested or sold as fit for any particular purpose. Any term, warranty or condition to the contrary whether expressly implied or statutory is excluded.  
8b) Members of our staff are not authorised to give any advice or opinion with regard to the quantity or suitability of any goods or materials sold or supplied to any customer for whatever purpose and we shall not be liable for any loss damage expense or liability however caused in the event of the customer relying upon such opinion or advice.

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- 8c) Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the order or contract.
- 8d) In no circumstances shall our liability in contract, tort or otherwise to the customer arising under or in connection with this contract for the goods supplied exceed the invoice price of the particular piece(s) in regard to which complaint is made. Nothing in this sub-clause shall affect our liability in respect of death or personal injury caused by our negligence, or our liability or breach of a fundamental term of the contract.
- 8e) The customer should inspect and where appropriate test the goods supplied before incorporation in any building work. We do not accept liability under this contract or in respect of the goods supplied for consequential loss or damage direct or indirect however arising. Nothing in this sub-clause shall affect our liability in respect of death or personal injury caused by our negligence.
9. 9a) The price of goods supplied as shown herein or on our written quotation shall be conclusively taken to include the supply of those goods specified herein or on such quotation and shall not cover any additional design or material requirements of the customer unless specified herein or on our written quotation.
- 9b) Unless otherwise expressly agreed to by us in writing our prices for goods or work for the hire of scaffolding or plant are based on the cost to us of goods or materials, labour and transport (including the cost of confirming to obligations imposed by statute or Government Order) and exchange rates ruling at the date when such prices were quoted or in the absence of a quotation when such prices were agreed. In the event of the cost to us of obtaining or delivering the goods or materials or executing the work or contract in question being increased directly or indirectly by reason of any subsequent fluctuation in such cost we reserve the right to make a corresponding increase or reduction in our price to meet any such fluctuation.
10. 10a) When delivery is to be made by instalments to be separately paid for any failure to pay for any one instalment in accordance with Paragraph 1 or any other terms specifically agreed entitles us to treat the contract for the remaining deliveries as cancelled and we may charge the customer for any loss or expense incurred in disposing of the goods elsewhere.
- 10b) In the case of non-payment of any account when due or in the case of death, incapacity, bankruptcy or insolvency of the customer or when the customer is a limited company in the case of liquidation or the appointment of a receiver then the price of all goods and/or work delivered and/or executed to date and other sums due from us from the customer shall immediately become due and payable. In addition and in any case where we have reasonable cause to believe that the customer will not be able to make payment when due, we have the right to cancel every contract made with the customer or to cancel or suspend delivery of goods or materials or the execution of work and/or the hire of scaffolding or plant at our option without prejudice to our right to recover any loss sustained.
- 10c) Without prejudice to our other rights in respect of late payment, we reserve the right to charge interest monthly at the rate of 2% above HSBC Bank plc base rate as varied from time to time so long as the delay in payment continues, and this will automatically apply in all cases upon account balances 1 month or more overdue.
11. Where by agreement with the customer we carry out work on the customer's premises or other premises designated by him, we shall not be liable, whether by way of indemnity or for breach of the contract of any damage or loss however caused to property arising from the acts or omissions of our employees, agents or sub-contractors except in respect of death or personal injury caused by our negligence.
12. Providing we have not substantially deviated from the agreed manner of performance of the contract we will not in any circumstances when action either as Lightermen, Warehousemen, Wharfingers, Haulage Contractors or Carriers by land, air or water be liable for any loss, damage or detention whatsoever in respect of any goods or materials entrusted to or carried or handled by us in the course of our business.
13. Goods offered are subject to remaining unsold and free on receipt of order.
14. 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 the customer's order from which would conflict with any of these terms and conditions or in any way quality or negative the same shall be deemed to be inapplicable to any order placed with us unless expressly to by us in writing agreed when acknowledging the order in question.
15. The failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such rights nor operate as to bar the exercise or enforcement thereof at any time or times thereafter.
16. 16a) Goods shall remain the sole and absolute property of this Company as legal and equitable owner until such time as the customer shall have paid to the Company the price for the goods, together with the full price of any other goods supplied by the Company.
- 16b) Until property in the goods has passed to the customer the customer shall keep the goods free from all charges, liens and other encumbrances and marked and stored apart from all other goods in a manner which makes them readily identifiable as belonging to the Company.
- 16c) The customer acknowledges and admits that until such time as the property in the goods passes to the customer he is in possession of the goods as a bailee for the Company.
- 16d) Until payment due under all contracts between the customer and the Company has been made in full, in the event of sale of the goods by the customer the Company shall be entitled to trace all proceeds of sale received by the customer through any bank or other account maintained by the customer. The customer shall, if requested by the Company in writing to do so, assign its rights to recover the selling price of the goods from the third parties concerned.
- 16e) Nothing in this Condition 16 shall confer any right upon the customer to return the goods or to refuse or delay payment for them.
- 16f) The Company 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, with appropriate transport, and may repossess the same.
17. The Company reserves the right to call for immediate payment of any account at any time.
18. Goods not required by the customer and, if accepted for return by the Company, will bear a minimum handling charge of 30% unless specifically agreed otherwise.