

Definitions

- (a) "The Company" means Leiths (Scotland) Ltd/Joss (Aberdeen) Limited/A Ross & Sons (Sand & Gravel) Ltd/Lawrie (Demolition) Ltd/Markon Ltd
- (b) "Contract" means the contract for the sale of Materials by the Company to the Buyer
- (c) "Buyer" means the person, firm or company entering the Contract to purchase the Materials
- (d) "Materials" means the materials which are the subject of the Contract
- (e) "Delivery Vehicle" means any vehicle owned, hired to or by the Company for the delivery of the materials
- (f) "Plant" means the Company's plant or plants from which Materials are supplied to the Buyer

The Agreement

These Conditions shall be incorporated in any agreement from time to time entered into between the Company and the Buyer for the sale of any Materials by the Company to the Buyer.

Supply

Materials are delivered on the basis of an approximate quantity and programme for delivery, as confirmed by the Buyer and agreed by the Company. Any period or date for delivery stated in the contract is an estimate only and is not a contractual commitment.

Price

Unless otherwise stated prices quoted are those given for delivery during normal working hours. Surcharges may be applied for delivery outside these hours, for part loads, standing time, or for disposal or unused Materials. VAT and any other tax or duty payable by the Buyer shall be added to the price at the rate applicable at the relevant tax point. Any quotation is based on the types or rates of tax or levies in force at the date of such quotation and if any change thereto causes the Company to incur, direct or indirect, increased costs, the Company shall be entitled to recover these additional costs from the Buyer.

Acceptance Period

This quotation will remain open for acceptance for one calendar month from the date hereat. All written orders shall be acknowledged in writing by the Company affirming the terms and conditions of the contract. In the event of delivery of materials commencing prior to receipt of a written order, the Company's terms and conditions shall apply and all other conditions are excluded.

Payment

- (a) Unless otherwise expressly stated in our quotation, the payment terms are strictly net with payments to be received by the supplier not later than 30 days after the date of invoice, failing which the supplier shall be entitled to charge interest at the rate of 5% above the current basis rate of the Bank of England, from such date until paid. Notwithstanding that risk of damage to or loss of the materials shall have passed to you with delivery, ownership will not pass until such time as the Company has received payment in full for all materials supplied by the Company and for which payment remains outstanding.
- (b) If payment is not made within the agreed terms, the Company reserves the right to pass collection of any outstanding amounts to a third party agency, and any costs incurred will be recovered from the buyer.
- (c) A quotation is submitted on the assumption that arrangements for payment (including reference as to credit worthiness) will prove satisfactory. Should this not prove to be the case, and should any payment be overdue, the Company reserves the right any time to suspend or discontinue delivery of any materials or goods and they shall have no liability for such a suspension of or failure to make delivery in these circumstances.
- (d) In the event of any payment not being made when due, or if the Company at any time considers that the financial circumstances of the Buyer have ceased to justify the terms allowed, or if the Buyer or any associated company is in default of any contract with the Company or any associated company, the Company reserves the right to suspend deliveries and/or cancel any allowance for further credit.

Delivery

The Buyer will be responsible for any damage caused to property, the Delivery Vehicle, service or public liabilities as a result of deliveries made off the public road, at the Buyer's request.

Risk in the Materials shall pass to the Buyer at the moment of the discharge of the Material from the Delivery Vehicle, or Plant if the Materials are collected.

Title to and property in the Materials shall remain vested in the Company (notwithstanding their delivery and passing of risk to the Buyer) until the price of the Materials and all other money owed by the Buyer to the Company on any other account or pursuant to any other contract has been paid, discharged or satisfied in full.

Warranty

Materials supplied will be in accordance with the specification set out in the Contract. The Company gives no other representation or warranty as to the suitability or fitness of the material for any particular purpose. It is incumbent on the Buyer to satisfy himself that the Materials delivered are fit for the particular purpose the Buyer required.

Variation of Specification

Where the Company comply with a request from the Buyer or from a person reasonably believed by the Company to be acting on behalf of the Buyer for a variation in the specification of a delivery, the Buyer will accept any consequential variation in the properties and the constituents of that delivery.

Liability

The Company will endeavour in good faith to supply Materials in accordance with specification. However, if any Materials supplied are not in accordance with the specification, the Company's liability shall be limited to the direct costs only of the supply of replacement Materials. The Company shall not be liable for any other costs incurred.

Breach of Contract and Insolvency

If the Buyer becomes insolvent or breach of contract by the Buyer occurs, or in the opinion of the Company is reasonably likely to occur, the Company may suspend further performance of the Contract or any other contract between the Company and the Buyer. Until title to and property in the Materials pass to the Buyer, the Company may, at any time, without prior notice to the Buyer, repossess and resell such Materials that are capable of being repossessed.

Set Off

The Company shall be entitled to set off any sum due from the Company to the Buyer, on any account, any sum owed to the Company, or any associated company, by the Buyer whether or not the same shall have become due for payment.

Testing

All sampling of Materials and the making and testing of samples and interpretation of results must be carried out in accordance with the relevant British Standard or other specification and in compliance with UKAS accreditation standards.

Force Majeure

In the event of the Company's inability to deliver material due to any reason; transport delays, plant breakdown, non-availability of materials, adverse weather, industrial action, fire, etc, for which the Company have no reasonable control, the Company will notify the Buyer and may suspend deliveries. The Company shall not be liable for any loss or damage suffered as a result of any failure to deliver, or delay in delivering.

Contract

The governing law of the Contract shall be Scots Law.

Variation

No variation to these conditions will be accepted unless confirmed by the Company in writing.