



TERMS AND CONDITIONS OF SALE AND SUPPLY

In these Terms and Conditions "us" and "we" means Riverside Building Supplies Ltd and "you" means the person or business that purchases the goods and/or services as set out in the invoice. "The goods" means the goods or materials supplied by us to you. "Services" means any services provided by us to you.

1. These Terms and Conditions apply to all agreements for the sale of goods or the provision of services to you to the exclusion of any other terms and conditions specified by you in your purchase order, confirmation of order, site call off or any other document. However the goods and services you purchase from us may be subject to additional terms and conditions issued by us which apply to your use of those goods and services. Those terms and conditions apply in addition to these Terms & Conditions and if they conflict those the additional terms and conditions shall take precedence.
2. All prices quoted in sales and marketing materials and in any conversations with our staff are subject to confirmation in writing and are exclusive of VAT which will be charged at the prevailing rate on the date of supply. The ordering of goods and/or services means you have accepted our terms and conditions.
3. Unless otherwise agreed in writing all invoices are due for payment in full on the last working day of the month following the month in which the goods and/or services are delivered or collected. We reserve the right to charge interest on any invoices which remain unpaid beyond the due date at the rate of 4% per annum above HSBC Bank plc base rate until such time as payment in full is received.
4. The risk in the goods shall pass from us to you upon delivery of the goods to the specified delivery address. However, notwithstanding delivery and the passing of risk in the goods, the ownership in any goods shall not pass to you until we have received payment in full.
5. In the event that payment is not received in accordance with clause 3 above the whole account balance shall become due for immediate settlement.
6. In the event of any default in payment you hereby authorise us to enter onto your premises, building sites and compounds to recover the goods. You shall at all times keep the goods separate and identifiable for such purpose. The goods shall be at risk with you until they are collected.
7. Any delivery time and/or date specified by us is given and intended as an estimate only and we shall not be liable for any direct or indirect loss, damage or expense however arising from delay in delivery save as may otherwise be required by law or statute.
8. Any claims or disputes relating to the goods delivered must be made in writing within three days of the receipt of the goods. Failure to make such a claim within the specified time limit shall constitute unqualified acceptance of all the goods delivered. All goods held in dispute must remain in their delivered condition until such time as the dispute has been resolved.
9. We warrant that we have the right to sell the goods and that as far as we are aware they are free from any charge or encumbrance. The goods are not tested and no warranty is given or implied that they are suitable for any specific purpose. In the event of any claim, our liability shall in no circumstances exceed the invoice price of the defective items.
10. We shall bear no liability for loss, damage or delay, however arising, caused in circumstances outside of our control.
11. We reserve the right to charge excessive waiting time at £75 per hour or part thereof in situations where our delivery vehicles are not unloaded in a timely fashion through no fault of our own. Such instances will be noted on our goods delivery note.
12. Our failure at any time, or for any period, to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of our rights to enforce such Terms and Conditions in future.
13. We reserve the right to make partial deliveries. Goods in each delivery or part delivery shall be considered sold under separate contract, which may be invoiced separately. Neither any non-delivery, nor shortages in delivery nor any claim by the buyer in respect of any delivery or part delivery shall entitle the buyer to reject any other goods.
14. Each of the above Terms and Conditions shall be read and construed independently of each other so that if one or more is held to be invalid for any reason whatsoever then the remaining Terms and Conditions shall continue to be valid. Further, if any Terms and Conditions is found to be void, but will be valid if some part of it were deleted, then such Terms or Condition shall apply with such modification as may be necessary to make it valid and effective.
15. No amendment to or variation of these Terms and conditions shall be effective unless confirmed by us in writing.
16. These Terms and Conditions are governed by English Law and we and you submit to the exclusive jurisdiction of the English courts.

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