

Terms & conditions covering Contracts and Goods sales

Definitions

In these conditions the following words shall have the meanings:

The "Customer" shall mean the firm, or persons seeking to purchase goods or requiring installation contract services at their site from the Company.

The "Company" shall mean A J Freezer Water Services Ltd.

The "Contract" shall mean any Contract for supply of Goods or Services made between the Company and the Customer.

The "Goods" shall be any products, articles or items sold by the Company to the Customer.

The "Services" shall be any work carried out for the Customer by the Company.

The acceptance of an order by us will be deemed to bind the Customer to the following terms and conditions, and no Goods or Services will be supplied except in accordance herewith.

All pipe delivered to the farm will unless otherwise notified be crated requiring the Customer to off load from the lorry using a teleporter at no cost to the Company.

The Company will repair any land drains damaged during the excavation of the trenches at an additional cost to the quotation price.

In the event of any public utility services or underground equipment being damaged during any trench excavations the repair costs to such equipment will be the responsibility of the Customer. The Company are however prepared to send plans of the proposed pipe route to each service provider to locate any equipment if directly requested by the customer at an additional charge to cover all administration costs.

This would include; - British Telecom, National Grid, Electricity Companies, government equipment suppliers, Anglian Water, Local council sewerage department, and telephone network providers.

Any quotation based on measurements taken from a scaled Ordnance Survey map or similar, resulting in additional pipe or materials being required to complete the Contract, would result in all additions being charged extra to the quotation price.

Unless otherwise agreed in writing, all contracts shall be governed by English Law.

There shall be no liability held by us for any delays or non-performance of the Goods or any part of the Contract arising wholly or in part by reasons or any factors beyond our direct control.

The liability of the Company arising from any claim relating to any single Contract shall be limited to £200 in total or such amount as received from the manufacturer of any faulty goods giving rise to claim by the Customer.

PAYMENT TERMS

Upon any pipe being delivered to the farm an invoice will be raised for the pipe only and payment in full will be required to the Company within **7 days** of the date of the invoice unless otherwise agreed at the time of the order being placed.

Installation or delivery of further Goods and Services will not take place until such time as the entire pipe quantity has been paid for in full of the invoiced amount.

The remainder of the materials and installation will be invoiced upon completion of the Contract requiring payment in full within **30 days** of the date of the invoice unless otherwise agreed at the time of the order being placed.

Interest will be charged at the current bank lending rates for invoices not settled by the due date.

Risk of theft or damage to all the goods passes directly to the Customer as soon as they are delivered to the farm.

All goods remain the property of the Company until paid for in full of the invoiced amount.

In the event of non-payment for the Goods by the Customer we reserve the right to enter premises and reclaim and repossess all of the Goods concerned.

All Goods and materials supplied are done so solely for the purposes of use as prescribed by the manufacturer, and the Company accepts no liability for damage or breakdown of such Goods if not installed and used in accordance with the manufacturers recommendations.

Additional clause relating to below ground pipe installations

The Company base all installation quotations on the understanding that trenching can be carried out using a conventional bucket type back acting wheeled digger. Should ground conditions prevail or be encountered that impair or prevent the progress and use of a back acting wheeled digger then the Company reserve the rights to make additional charges for the installation of underground pipes.

Upon any trenches being excavated and conditions are found unsuitable for the installation of PVC pipe, requiring sand or shingle bedding to be installed, this bedding material and installation of said material would be charged extra to the contract. The Customers approval would be sought and agreed on site and confirmation in writing from the Customer would be required prior to bedding material being installed. In the event of written confirmation from the customer not to install bedding, any following pipe bursts and subsequent repairs being required as a result would be chargeable to the Customer.

Materials Warranty

All materials and equipment supplied by the company are only covered by the warranty or guarantee as provided by the original manufacturer starting from the date the materials or equipment are purchased from the manufacturer by the Company.

In the event of any materials or equipment failing whilst still under the manufacturers warranty or guarantee all Company labour required to carry out any such replacement will be charged to the Customer and not the manufacturer.