

## ONESITE GROUP - TERMS & CONDITIONS OF SALE/HIRE

### 1 GENERAL

- (a) In these Conditions 'OneSite' means OneSite Building Products Ltd or any subsidiary company or agent authorised by them and 'the Purchaser' means the person or persons, firm or company purchasing from or doing business with OneSite.
- (b) 'The Goods' means all products supplied by OneSite to the Purchaser, whether by means of sale, hire or otherwise, and whether distributed by OneSite or as agents for another.
- (c) These Conditions of Sale should be read in conjunction with any Special Conditions included in OneSite's quotations.
- (d) OneSite reserves the right to accept or refuse any order given. In the event of the refusal of any order, no damages or expenses shall be payable by OneSite.
- (e) OneSite shall in no event be liable for any inaccuracy or misdescription of the Goods, or for any direct or consequential loss or damage resulting from it. This includes loss or damage as a result of any defect in the Goods (despite any written, oral or implied representation, warranty or conditions that may have been made or given at any point before or during the making or purporting to be part of the agreement for sale). OneSite shall in no event be liable for fundamental breach of the agreement for sale.
- (f) In purchasing the Goods from OneSite on these Conditions, the Purchaser is deemed to acknowledge that they do not rely upon the skill or judgement of OneSite or its employees or agents as to matters connected with the Goods.
- (g) The Purchaser shall be responsible for providing any guard or protection necessary to comply with any statutory requirements in connection with the operation or installation of any of the Goods or machinery supplied by OneSite.
- (h) Any complaints about the Goods supplied shall only be entertained by OneSite if made within 48 hours of delivery.
- (i) Credit will only be given for Goods returned if: the Goods are a stock item at OneSite, the Goods are in resaleable condition, the Goods are returned within 28 days of delivery, an Advice Note or Invoice Number is quoted, and OneSite has issued a Collection Note for the Goods.
- (j) OneSite reserves the right to deduct a percentage from the original cost any Goods returned when crediting, as follows: 10% when Goods are returned by the Purchaser to OneSite's premises, or 20% when Goods are collected by OneSite.
- (k) All samples will be charged at the current rate and are non-returnable.
- (l) Cancellation of non-stock or purpose made Goods cannot be accepted after the Goods have been manufactured by OneSite's supplier. Non-stock or purpose-made goods cannot be returned.

### 2 PAYMENT

- (a) Unless terms are agreed otherwise (in writing), all sums become due and payable under these Conditions no later than 30 days from the end of invoice month.
- (b) There shall be no payment, for purposes of these Conditions, until any cheque has been cleared.
- (c) Time for payment shall be of the essence.
- (d) OneSite reserves the right to charge interest at the rate of 3% above the base rate from time to time of Santander Bank on all overdue accounts, such interest being deemed to accrue on a day-to-day basis from the due date of payment under paragraph (a) of this Condition.
- (e) The Purchaser shall have no right of set off, statutory or otherwise.
- (f) If the Purchaser (being a company) has a petition presented for its winding-up, or passes a resolution for voluntary winding-up, otherwise than for the purposes of a bona fide amalgamation or reconstruction with its creditors, or has a receiver appointed of all or any part of its assets, or (being an individual) becomes bankrupt or insolvent, or enters into any arrangement with its creditors, or commits a material or serious breach of this Agreement (and in the case of such a breach being remediable, fails to remedy it within 7 days of receiving notice to do so), he will be deemed to have repudiated the Contract.
- (g) OneSite reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.

### 3 RISK AND THE PASSING OF PROPERTY

- (a) Risk in the Goods shall pass to the Purchaser when the Goods are delivered to or collected by the Purchaser or its agent.
- (b) In spite of risk in the Goods passing in accordance with paragraph 3(a), title in the Goods shall not pass to the Purchaser until one of the following occurs:
  - i. payment is received by OneSite for the Goods and no other amounts remain outstanding from the Purchaser to OneSite in respect of other Goods supplied by OneSite.
  - ii. the Purchaser sells the Goods in accordance with the provisions of these Conditions, in which case title to the Goods shall be deemed to have passed to the Purchaser immediately prior to delivery of the Goods to the Purchaser's customer.
  - iii. OneSite waives its rights under paragraph (b) of this Condition in respect of specified Goods, whereupon title to the said Goods shall forthwith vest in the Purchaser.
- (c) The Purchaser is licensed by OneSite to use or to agree to the sale of the Goods delivered to the Purchaser, subject to the Conditions set out in paragraph 3(d).
- (d) Until title to the Goods passes:
  - i. the Purchaser will hold the Goods as fiduciary agent and bailee for OneSite.
  - ii. the Goods shall be subject to paragraph (c) of this Condition, be kept separate and distinct from all other property of the Purchaser and of third parties and in good and substantial repair and condition, and be stored in such a way as to be clearly identifiable as belonging to OneSite.
  - iii. OneSite may at any time revoke the power of sale and use contained in paragraph of this Condition by notice to the Purchaser if the Purchaser is in default for longer than 14 days in the payment of any sum whatsoever due to OneSite, whether in respect of any of the Goods supplied at any time by it to the Purchaser, or if OneSite has bona fide doubts as to the solvency of the Purchaser.

- (e) The Purchaser's power of sale and use contained in paragraph (c) of this Condition shall automatically cease if the Purchaser has a petition presented for its winding-up or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction with its creditors, or has a receiver appointed of all or any part of its assets, or becomes bankrupt or insolvent, or enters into any arrangements with creditors, or takes or suffers any similar action in consequence of debts, or carries out or undergoes any analogous act or proceeding under foreign law.
- (f) Upon determination of the Purchaser's power of sale and use pursuant to sub-clause (g) iii. of paragraph (d) of this Condition the Purchaser shall place any Goods in its possession or under its control and unsold at the disposal of OneSite and OneSite shall be entitled to enter upon any premises of the Purchaser for the purpose of removing such goods.

#### 4 DELIVERY

- (a) Any orders placed before 4.30pm for products OneSite designates to hold in stock at its premises, are available for delivery the following working day (Monday to Friday, inclusive). All other orders are subject to availability as specified by OneSite at its discretion.
- (b) Delivery will be deemed to have been effected after the Goods leave the premises of OneSite, or as the case may be the premises of the suppliers to OneSite (in circumstances where the Goods are delivered direct from such suppliers).
- (c) Time of delivery is not of the essence.
- (d) OneSite shall not be liable for any loss whatsoever caused by its non-delivery or by the failure to make Goods ready for collection on the due date.
- (e) OneSite reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.
- (f) When delivery is to be by instalments or OneSite exercises its right to deliver by instalments under paragraph (d) of this Condition or if there be a delay in the delivery of any one or more instalments for whatever reason this will not entitle the Purchaser to treat the Contract as repudiated or to damages.
- (g) Deviations in quantity of the Goods delivered (representing not more than 10% by value) from that stated in these Conditions shall not give the Purchaser any right to reject the Goods or to claim damages and the Purchaser shall be obliged to accept and pay at the Contract rate for the quantity of the Goods delivered.
- (h) OneSite reserves the right to make a delivery charge according to the circumstances of each order. Deliveries of £50.00 nett goods value (not including Value Added Tax) and over are carriage paid within OneSite's normal delivery area. OneSite reserves the right to change this delivery area at any time without notification to the Purchaser. Under £50.00 a surcharge of £10.00 will be applied.
- (i) Shortages must be notified to OneSite within 48 hours of delivery.

#### 5 INDEMNITY

OneSite shall not be liable for any consequential loss of any description incurred by the Purchaser as a result of any failure or fault in the Goods, or for any damages or personal injuries or other losses, howsoever they are caused directly or indirectly by the Goods.

#### 7 PRICES

Goods will be invoiced at prices ruling at date of despatch unless agreed in writing between the parties.