1. APPLICATION

1.1 These conditions of supply of goods and services by CEMBRIT, company number 15168377 ("CEMBRIT") govern all orders to and contracts with CEMBRIT for the supply of goods and override any other terms or conditions stipulated, inserted or referred to by the Customer so that these Conditions of Supply of goods and services, except where they are varied by CEMBRIT in writing, are the only Conditions upon which CEMBRIT supplies goods or services. No alteration or modification of these conditions shall have effect unless such modifications or alteration is accepted in writing by a duly authorised Office of CEMBRIT.

2. DRAWINGS, QUANTITIES etc.

2.1 Any drawings or details of quantities or other information supplied by CEMBRIT must be treated as approximate and shall be subject to verification by the Customer and in the event of any alterations, modification or amendment thereto after quotation or acceptance, shall be subject to alteration, modify or amend its quotation accordingly.

3. PRICES

3.1 CEMBRIT reserves the right to vary its prices without notice and unless otherwise agreed in writing prices shall be those ruling on the date of delivery. This condition does not apply to Fixed Price quotations expressed as such which shall specifically exclude any increases in CEMBRIT’s prices that may be occasioned by the Customer’s liability to pay on the due date, to charge interest on any overdue balance at the rate of 8% plus the Bank of England base rate. Such right shall be in addition and without prejudice to any other rights CEMBRIT may have hereunder.

4. DELIVERY

4.1 All delivery dates or periods given by CEMBRIT whether before or after acceptance of the order are given in good faith but CEMBRIT shall be under no liability whatsoever for any failure or delay in delivery or delay or default for any loss or damage arising in connection therewith.

4.2 Should dispatch or delivery of the goods or part of them be delayed or prevented for any cause whatsoever beyond CEMBRIT’s control or for a reason attributable to the Customer or its agent or customer or its agents, then, at CEMBRIT’s option, either the contract or any unfulfilled part thereof shall be terminated or CEMBRIT may extend the time for delivery until a reasonable period after such cause shall have ceased, in which event the Customer shall be responsible for all storage and other costs incurred by CEMBRIT in connection therewith.

5. PROPERTY AND RISK

5.1 The risk in the goods shall pass to the Customer when CEMBRIT delivers the goods in accordance with the terms hereof whether to the Customer or to any other person to whom the Customer has been designated by CEMBRIT to deliver the goods. At that point, the Customer shall insure the goods for their full invoice value at the Customer’s expense.

5.2 Notwithstanding delivery of the goods sold hereunder shall remain the absolute property of CEMBRIT (who shall retain the right to recover the goods) until such time as CEMBRIT has received payment in full of all sums which are or may hereafter become due from the Customer to CEMBRIT in respect of the goods or in respect of any other contract between the parties or in respect of any contract hereafter entered into between the parties to the extent that payment thereunder is due before the due date for payment hereunder.

5.3 Until the property of the goods passes to the Customer the relationship between CEMBRIT and the Customer shall be that of a Bailor and Baillee.