

TJ TRANSPORT LTD - CONDITIONS OF SALE

In the following Terms and Conditions, T J Transport Ltd. are referred to as "the Company", and the person, company or other legal entity to which the products or services are offered and provided will be referred to as "the Customer".

Please note the limitations on liability contained in conditions 7 and 8.

1. CONDITIONS

The acceptance of any quotation by the Customer shall include acceptance of the terms and conditions described below. Any variation of these terms and conditions by the Customer is inapplicable unless accepted in writing by the Company.

2. QUOTATIONS

Any quotation shall be revocable at any time prior to acceptance and if not accepted shall lapse 30 days after the date of the quotation.

3. PAYMENT

Payment is due 30 days from the end of the month in which the goods or services are supplied and to be made in accordance with the invoice sent or as otherwise agreed. Credit arrangements are subject to the granting of approved credit accounts and are at the discretion of the Company. The Company reserves the right to insist upon payment before delivery if the Customer's credit is not satisfactory or if payment of any sum owed by the Customer to the Company is overdue.

In addition, the Company reserves the right to charge the Customer 8% per annum above the base rate of the Company's bank (at the time of acceptance) for overdue payments and to withhold further deliveries or to cancel any unexecuted portion of any orders with the Company. The company also reserves the right to charge the customer for any and all costs incurred by the Company recovering overdue payments. The Customer shall under no circumstances be entitled to withhold payment.

4. PRICE

Prices quoted are exclusive of V.A.T. The quoted price for the goods or services may be varied by the Company and the Customer shall pay the difference of any increase in the cost of labour and/or materials and/or transport and/or fuel, in addition to the quoted price.

5. DELIVERY

- a) Delivery by the Company's vehicles shall be made on the nearest good hard road to the site, which allows for adequate turning and manoeuvring space. If delivery is required at any point off a public road the Customer will be responsible for any resulting damage to the vehicle, roadway, pipes and/or property whatsoever. The Customer will be at all times responsible for unloading instructions and for their execution.
- b) Should the Company's vehicles be held on site for more than 30 minutes the Company shall be entitled to charge the Customer 'waiting time'.
- c) Any times, periods or dates quoted for the dispatch or delivery of goods or services by the Company are approximate only. They are not to be taken and are not intended to be agreed times, periods or dates imposing obligations on the Company to dispatch or deliver within or by such times, periods or dates. Delivery time is not of the essence.
- d) The Company's obligation shall be to dispatch or deliver within a reasonable time after the acceptance of any quotation. In assessing what is a reasonable time there shall be taken into account and full allowance shall be made in respect of the following factors affecting the Company, its subsidiaries, associated companies or suppliers, in favour of the Company:
 1. The nature of the goods or services and the availability of supplies of raw materials;
 2. Availability of labour plant and equipment;
 3. Force majeure events such as: Acts of God, war, hostilities (whether war is declared or not) in any part of the world, riots, civil commotion, invasion, military or usurped power, Acts of Parliament, statutory instruments, and any Bye Laws or regulations of any Local Authority or of any statutory undertaking which comes in effect after the date of this quotation, strikes or lock-outs or industrial action (whether official or otherwise);
 4. Breakdown of plant or equipment used in the production or delivery;
 5. Road traffic accident or bereavement; and/or
 6. Any other causes or circumstances beyond the control of the Company and/or its subsidiaries, associated companies or suppliers.

- e) On any delivery the Customer shall: 1) satisfy itself as to the condition of the goods; 2) allow delivery of the goods when they come onto the site; 3) have a nominated authorised person available on site to sign the delivery note; 4) sign any record produced by the Company in respect of any delay after the arrival of the goods at the Customer's site, standing time, authorised day-work or other records.

6. RISK AND EQUITABLE AND BENEFICIAL OWNERSHIP

Upon delivery, the risk in the goods shall pass to the Customer, but ownership shall remain with the Company until full payment has been received or until prior re-sale by the Customer in which case the Company's entitlement shall attach to the proceeds of re-sale or to the claim for such proceeds.

Until ownership of the goods has passed from the Company, the Customer shall:

- a) mark the goods as the Company's property (if not already marked as such);
- b) store the goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- c) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
- d) maintain the goods in satisfactory condition;
- e) allow the Company access during normal business hours to the Customer's premises to inspect the goods.

The Company may at any time:

- f) require the Customer to deliver up all goods in its possession that are owned by the Company;
- g) if the Customer is unable to deliver up all goods promptly, enter the premises where the goods are stored in order to recover them.

In the event that the Customer in accordance with this agreement has placed the goods into the possession of any third party, the Customer shall procure that such third party will comply with the provisions of this Clause and will permit the Company to exercise its rights under this Clause.

Ownership of any returns shall revert to the Company.

7. LIMITATION OF LIABILITY AND SHORTAGE DEFECTS

- a) If defects to the goods are established, and it is agreed that this is not due to wilful damage, negligence on behalf of the Customer, wear and tear, abnormal working conditions, misuse, contamination during storage at the delivery location or alteration to the goods by the Customer, the liability of the Company shall be limited to the free replacement by the Company of such goods.
- b) No shortage in respect of goods which are sold by weight and are the subject of any quotation will be recognised unless properly weighed over a public weighbridge and certificates of weight produced within 24 hours after receipt of the goods which are alleged to be underweight.

The Customer shall notify the Company of any defects in writing within three working days of delivery failing which the goods will be deemed accepted and to specification. The Company will not be liable after acceptance for breakage or damage in, or caused to, the goods or for goods being of inferior quality, or not being of satisfactory quality or not being to specification or otherwise in respect of any discrepancies in the goods supplied.

Subject to these conditions, no warranty or representation given before or after acceptance on behalf of the Company, including any advice or assistance as to the use, application or performance of any goods supplied by the Company, shall be binding unless specifically incorporated in writing in the order. This does not apply to fraudulent misrepresentation.

8. CONSEQUENTIAL LOSS

Without prejudice to the generality of anything contained elsewhere in these conditions the Company shall not in any event be liable to the Customer for any indirect or consequential loss, damage or expense.

Without prejudice to the generality of anything contained elsewhere in these conditions the Company shall not in any event be liable to the Customer for any loss of profit or other economic loss.

9. CANCELLATION

All quotations are made subject to the availability of materials or services and the Company reserves the right to cancel in whole or part any order for materials or services to the extent that materials or services cease to be available.

The Customer cannot assign any of its rights or obligations under any contract to which these conditions apply without the prior written consent of the Company.



TJ Transport Ltd
Charity Farm
127 Wickham Road
Fareham
Hampshire
PO17 5BP

Tel: 01329 226 446
Sales: 01329 226 447
Admin: 01329 226 448
Fax: 01329 826 167
Email: enquiries@tj-transport.co.uk
www.tj-transport.co.uk

10. INSOLVENCY AND BREACH OF CONTRACT

The Company shall have the option to rescind the order or to suspend delivery should any of the following events occur:

- a) a sum owed to the Company from the Customer becomes overdue;
- b) the Customer is in breach of any of these conditions or another arrangement with the Company;
- c) the Customer compounds or enters into any composition or arrangement to have a proposal made for a voluntary arrangement with its creditors; have a petition presented for the appointment of an Administrator or an Administrative Receiver appointed over all or any part of its assets; have a resolution passed for its voluntary winding up save for the purpose of amalgamation or reconstruction or call a Creditors Meeting for a Voluntary Liquidation or enter Voluntary Liquidation; be in receipt of an unsatisfied Statutory Demand or have a Petition presented for its winding up or be for any reason removed from the Registrar of Companies; or
- d) delivery does not take place for 15 working days from the quoted date due to one of the events given in condition 5d).

11. GENERAL

The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.

