

Terms & Conditions

1. INTERPRETATION

- (a) In these conditions AJ Trade means 'AJ Trade Plastics Ltd' and covers the secondary trading name of 'AJ Trade Plus Ltd' or any other subsidiary company or agent authorised by them and 'the purchaser ' means the person or persons, firm or company purchasing from or doing business with AJ Trade.
- (b) 'The Goods' means all products supplied by AJ trade to the purchaser, whether by means of sale, hire or otherwise and whether distributed by AJ Trade or as agents for another.

2. GENERAL

- (a) These conditions of sale should be read in conjunction with any special conditions included on AJ Trade Invoices.
- (b) AJ Trade reserves the right to accept or refuse any order given. In the event of refusal of any order, no damages or expenses of any kind shall be payable by AJ Trade.
- (c) AJ Trade shall in no event be liable for any inaccuracy or miss description of the goods or 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 at any point before or during the making or purporting to be part of the agreement for sale) AJ Trade shall in no event be liable for fundamental breach of the agreement for sale.
- (d) In purchasing the Goods from AJ Trade on these conditions, the purchaser is deemed to acknowledge that they do not rely upon the skill or judgement of AJ Trade or its employees or agents as to matters connected with the goods or service.
- (e) The purchaser shall be responsible for providing protection necessary to comply with the statutory requirements in connection with the installation of any Goods supplied by AJ Trade.
- (f) Any complaints about goods supplied shall only be entertained by AJ Trade if made within 48 hours of delivery.
- (g) AJ Trade shall not be held liable for any damage sustained to the goods after collection or delivery to site.
- (h) Credit will only be given for Goods returned if:
 - 1. The Goods are a stock item
 - 2. The Goods are in resalable condition
 - 3. The Goods are returned within 1 month of purchase
 - 4. That the original invoice number is quoted
 - 5. That the Goods are checked that they are returned as supplied in full lengths
- (i) AJ Trade reserves the right to deduct a percentage from the original cost of any goods returned when crediting as follows:
 - 1. 10% when Goods returned by purchaser to AJ Trade premises
 - 2. 20% when Goods are collected by AJ Trade
 - 3. A minimum charge of 25% will be applied to return non stock items (at the discretion of AJ Trade) and only if supplier warrants or supports a returns policy.
- (j) Cancellation of non-stock or purpose made goods cannot be accepted after Goods have been manufactured by AJ Trade suppliers (Non stock items or purpose made goods cannot be returned)

4. PAYMENT

- (a) 50% deposit must be made prior to order placement.
- (b) Unless terms agreed otherwise (in writing) all accounts become due and payable under these conditions no later than 30 days from end of invoice month.
- (c) Payment by Cheque will require the standard period to clear before Goods are released.
- (d) AJ Trade reserves the right to charge interest at the rate of 3 % above base rate of Barclays 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 or otherwise
- (f) If the purchaser (being a company) has a petition presented for its winding up or passes a resolution for voluntary wind up other 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 (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.

5. RISK AND THE PASSING OF PROPERTY

- (a) All risk in the goods shall pass to the purchaser when 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 (a) of the condition, title in the Goods shall not pass to the purchaser until one of the following occurs:
 1. Payment is received by AJ Trade for the Goods and no other amounts remain outstanding from the purchaser to AJ Trade of other Goods supplied by AJ Trade.
 2. The Purchaser sells the Goods in accordance with the provisions of these conditions, in which title of the Goods shall be deemed to have passed to the purchaser immediately prior to delivery of the Goods to the purchaser's customer.
 3. AJ Trade waives its rights under paragraph (b) of this condition in respect of specified Goods where upon title to the said Goods shall forth with vest in the purchaser
 4. The Purchaser is licenced by AJ Trade to use or to agree to the sale of the Goods delivered to the purchaser, subject to the conditions set out in paragraph (c) below:
- (c) Until title to the Goods passes:
 1. The purchaser will hold the Goods as fiduciary agent and Bailee for the company
 2. The Goods shall be subject to paragraph (c) of the condition, be kept separate and distinct from all other property of the purchaser and of third parties and in good condition and be stored in such a way as to be clearly identifiable as belonging to AJ Trade.
 3. AJ Trade may at any time revoke the power of sale and use contained in paragraph of the condition of notice to the purchaser if the purchaser is in default for longer than 14 days in the payment of any sum whatsoever due to AJ Trade, whether in respect of any of the Goods supplied at any time to the purchaser, or if AJ Trade has a bona fide doubts as to the solvency of the purchaser.
- (d) The purchasers power of the 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 of 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 and similar action in consequence of debts, or carries out or undergoes any analogous act or proceeding under foreign law.

- (e) Upon determination of the purchasers power of sale and use pursuant to sub clause (g) of this condition shall place any Goods in its possession or under its control and unsold at the disposal at AJ Trade and AJ Trade shall be entitled to enter upon any premises of the purchaser for the purpose of removing such goods.

5. DELIVERY

- (a) AJ Trade accept no liability of consequential costs of any late deliveries either by AJ Trade or direct by supplier.
- (b) If Goods delivered as per instruction to an agreed location and customer fails to be in attendance to support delivery AJ Trade reserves the right to not deliver (apply a charge) and return goods.
- (c) Time of delivery is not of the essence
- (d) AJ Trade reserves the right to make delivery by instalments
- (e) AJ Trade passes all liability on to customer on delivery of goods the protection and handling of said Goods on site and during installation fall onto purchaser.
- (f) 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 claim damages and the purchaser shall be obliged to accept and pay at the contract rate for the quantity of the Goods delivered.
- (g) AJ Trade reserves the right to change delivery rates according to the circumstances of each order.
- (h) AJ Trade reserves the right to change the delivery areas at any time without notification to the purchaser.
- (i) AJ Trade reserve the right to plan in delivery routes and schedule timings to maximise efficiency.

6. INDEMNITY

AJ Trade shall not be liable for any consequential loss of any description incurred by the purchaser as a result of any failure or fault (included in section 2) in the Goods or any damages or personal injuries or other losses, howsoever caused they are caused directly or indirectly by the Goods. AJ Trade shall not be liable for any specific design or product aesthetics that the customer may personally choose to dislike.

7. PRICES

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