

- Hand Tools
- Fixings & Fasteners
- Adhesives & Sealants
- Ironmongery & Fittings
- Building Products
- Fire, Site Safety & Welfare
- PPE & Workwear
- Groundworks & Civil Equipment



Think **yellow** and blue for everything you do on site

TERMS & CONDITIONS

RULING CONDITIONS: All contracts of sale made by Readyfix Ltd are subject to these conditions to the exclusion of any and all printed terms or conditions of the Purchaser which shall not form part of the Contract. These conditions cannot be varied, suspended or added to except with the prior consent in writing of Readyfix Ltd.

DELIVERY & RISK: Time for delivery shall not be of the essence of the contract, the goods shall be at your risk from delivery to you or to any carrier or agent on your behalf.

LOSS OR DAMAGE IN TRANSIT: Readyfix Ltd will accept no liability for loss or damage in transit unless preliminary notice is given to Readyfix Ltd within three days of receipt of the goods by the Purchaser and unless a complete statement of claim is received by Readyfix Ltd within 7 days of receipt of the goods by the Purchaser.

DISCREPENCIES: Discrepancies must be advised to us in writing within 7 days of advice note date. Claims outside this period cannot be considered. We must also be given the chance to inspect and re-count or re-weigh.

GOODS RETURNED: Any goods returned and accepted by us as defective or not in accordance with order shall be replaced but shall not form the subject of claim for labour or other expenditure.

PRICES: unless agreed separately and in writing by Readyfix Ltd, the price of the goods shall be the price ruling at the date of despatch together with any VAT or government taxes.

PAYMENT: Except if be otherwise agreed in writing by Readyfix Ltd, payment shall be made not later than the end of the month following the month shown by the date of the invoice for goods. In all cases where payment is not made by due date, Readyfix Ltd reserves the right to charge interest at the rate of 1.5% a month or part of a month, on all sums overdue for payment, the amount of interest being payable in full on demand. Readyfix Ltd also reserves the right in such cases, exercisable with, or in lieu of, the foregoing right, to suspend all deliveries of all goods to the Purchaser under this and/or any other contract, and/or to cancel all or any other contract with the Purchaser. Notwithstanding any statement to the contrary in any invoice or confirmation of sale note or other document from Readyfix Ltd; Readyfix Ltd reserves the right to demand payment of the price at any time. On any account not paid within our terms of trading we reserve the right to add to the account any costs incurred by us in instructing an agent or solicitor to act on our behalf in the recovery of the account.

RETENTION OF TITLE: Until payment in full has been received

by Readyfix Ltd for all goods whatsoever supplied at any time by us to Purchaser: Property in the goods shall remain in Readyfix Ltd and Purchaser shall hold the goods as Bailee on Readyfix Ltd's behalf: Purchaser shall subject to **(a)** and **(b)** store the goods separately from other goods in the possession of the Purchaser: **a)** Purchaser shall be at liberty to sell the goods in the ordinary course of business on the basis that all proceeds of sale of such goods are Readyfix Ltd's property for which the Purchaser shall account on demand. **b)** Notwithstanding that property in the goods has not yet passed, Purchaser may incorporate the goods in or together with any property manufactured or assembled by purchaser in the ordinary course of its business, if Purchaser sells any such product before property in the incorporated goods has passed, it shall do so at Readyfix Ltd's agent but Purchaser's liability to account as agent for the proceeds of such sale shall be limited to Readyfix Ltd's invoice value of the goods so incorporated. If, before property in the goods passes any of the goods are incorporated in or together with any products, manufactured or assembled by Purchaser, purchaser shall maintain records sufficient to enable such products to be identified, measured, or otherwise quantified. The powers of Purchaser referred to in **(a)** and **(b)** above shall be determined- **(i)** by written notice to Purchaser if any payment for any goods whatsoever remains unpaid 14 days after becoming due to Readyfix Ltd. **(ii)** automatically if receiver is appointed over any assets or undertaking of Purchaser or a winding-up order is made against Purchaser or Purchaser goes into voluntary liquidation or calls a meeting or makes any composition or arrangement with its creditors or commits any act of bankruptcy: Upon determination of the powers of Purchaser referred in **(a)** and **(b)** above Purchaser shall place the goods at Readyfix Ltd's disposal and Readyfix Ltd shall be entitled to enter upon the premises of Purchaser and remove any goods including any goods which may have been incorporated into other products or affixed to the reality.

REPRESENTATION & WARRANTIES: Goods are not sold or tested as conforming to any British Standard Specification of as fit for any particular purposes unless Readyfix Ltd expressly so states in writing. Any term or condition or warranty that the goods are so fit is excluded. The Purchaser shall not be taken as relying on the Firm's skill of judgement to the goods. The Purchaser shall not claim to rely upon any representation unless made or confirmed in writing by a partner in the Firm.

LEGAL: The construction validity and performance of the contract shall be governed by English Law.