

LBS BUILDERS' MERCHANTS LIMITED**("the Company") TERMS OF TRADING & CONDITIONS OF SALE****1. DEFINITIONS AND INTERPRETATION**

- **Buyer:** The individual accepting these Conditions.
- **Company:** LBS BUILDERS MERCHANTS LTD, a company registered in England and Wales with the company number 00254946. Its main office is at LBS Business Centre, Parc Amanwy, Ammanford, Carmarthenshire, Wales, SA18 3FE.
- **Conditions:** These terms and conditions.
- **Contract:** An agreement for the sale of Goods and/or Services by the Company to the Buyer in accordance with Conditions 2 of these Conditions.
- **Credit Application:** The Buyer's application for credit, submitted by completing a Credit Application Form.
- **Credit Application Form:** The Company's Trade Credit/Self Build Account Application Form, available on request.
- **Credit Terms:** Additional terms and conditions outlined on the Credit Application Form (including, but not limited to, a credit guarantee made by the applicant) applying to any Credit Application submitted by the Buyer.
- **Director:** A member of the board of directors of the Company.
- **Goods:** Goods or materials supplied by the Company to the Buyer pursuant to the Contract and as detailed in the Specification.
- **Intellectual Property Rights:** Intellectual property rights, whether registered or unregistered, including patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets), and all applications for and renewals or extensions of any such rights.
- **Order:** An order for the Goods and/or Services submitted to the Company by the Buyer.
- **Order Acknowledgment:** The Company's written acceptance of the Buyer's order containing specific details of the Contract.

- **Services:** The services, including but not limited to fitting or installation of Goods, provided by the Company to the Buyer as set out in the Specification.
- **Specification:** Specific details of the Goods and/or the Services notified to the Buyer in the quotation and referred to in the Order Acknowledgment.
- **Working Day:** Any day from Monday to Friday, other than a statutory or public holiday in England and Wales.

2. BASIS OF CONTRACT

2.1 Unless otherwise agreed in writing by a Director acting on behalf of the Company, these Conditions shall apply to the sale by the Company of all Goods and/or Services purchased by the Buyer. These Conditions govern the Contract to the exclusion of any other terms and conditions introduced or submitted by the Buyer.

2.2 All quotations, whether verbal or in writing, do not constitute offers. The Contract is made when the Company accepts the Order by issuing the Order Acknowledgment to the Buyer, and not before.

2.3 All prices quoted or listed by the Company are based on the prices of the Company's suppliers at the time of quotation or listing. Prices are subject to adjustment before dispatch to cover any increase in inflation, supply-chain costs, taxation, or duty prior to delivery. Such prices are exclusive of packaging, carriage, and VAT.

2.4 Where Goods are to be imported, the Company reserves the right to vary the price quoted to reflect the rate of exchange for the purchase of the relevant currency in pounds sterling.

2.5 The Company may, without notifying the Buyer, make any changes to the Goods or Services, which do not materially affect their nature or quality, or which are required to comply with any applicable law or regulatory requirement.

3. TERMS OF PAYMENT

3.1 All accounts are for settlement (net of discount) in advance unless alternative terms are agreed in writing on behalf of the Company. Failure to make due payments for deliveries or instalments under this or any other Contract shall entitle the Company to delay, suspend, or cancel performance of the Services and/or deliveries of Goods, in whole or in part, at its option.

3.2 The Buyer may submit a Credit Application by completing the Credit Application Form. The Buyer acknowledges that Credit Terms shall apply to the provision of credit by the Company.

3.3 If credit is given, the settlement of the account is to be made within thirty days of the end of the month of dispatch or collection of the Goods unless otherwise



agreed in writing by a Director of the Company. The credit control department, upon receipt of a Credit Application, reviews credit limits as needed and may, at its sole discretion, set a specific credit limit for each account or refuse a Credit Application altogether. All limits may be subject to change based on changes in the Buyer's creditworthiness, payment history, and expenditure patterns.

3.4 The Buyer agrees and acknowledges that the Company is entitled to conduct credit checks on the Buyer, its representatives, or directors, upon receipt of a Credit Application and/or Orders, and during the duration of the Contract. The Buyer agrees to cooperate fully with the Company in this regard.

3.5 Orders are referred to the credit department when an account is over its credit limit or the Buyer is past the due date. If satisfactory arrangements cannot be made, the account is placed on credit hold, and the Order will be held or cancelled. The Company reserves the right to remove credit facilities or increase credit facilities, duly informing the Buyer and giving them the right to decline this increase.

3.6 Any payment or part payment remaining unpaid after the 30-day period under Conditions 3.2, at the absolute discretion of the company, carries interest at a rate of 3.5% above Barclays Bank base lending rate prevailing during the overdue account period. Interest is added to the account and calculated on a daily basis. The company, in its absolute discretion, reserves the right to add a credit charge to all accounts in the Buyer's name if they remain overdue and unpaid. The credit charge is calculated by taking 10% of the cost of items supplied that remain overdue and unpaid. The Buyer may deduct the credit charge if the account is duly settled pursuant to Condition 3.2.

3.7 Payment shall be due whether or not property in Goods has passed by virtue of Condition 3.2. The Company shall, without prejudice to any other right or remedy, be entitled to sue for the price once the same is due even if property in Goods has not passed.

3.8 If payment is made by cheque and such cheque is not paid by the Bank upon which drawn, the Buyer shall indemnify the company for all Bank Charges incurred by the Company directly or indirectly as a result of such non-payment, including the cost of representation where applicable.

3.9 The Buyer shall indemnify the company against all costs and expenses incurred in recovering any outstanding payments from the Buyer or in exercising the company's rights under Condition 3, including but not limited to debt recovery costs.



4. SERVICES

If the Buyer has placed an Order that includes any Services, the Company shall provide the Services to the Buyer in accordance with the Specification using reasonable care and skill. However, time shall not be of the essence for the performance of the Services.

5. BUYER'S RESPONSIBILITIES

5.1 The Buyer shall:

- **5.1.1** Ensure that the terms of the Order and any information in the Specification are complete and accurate.
- **5.1.2** Co-operate with the Company in all matters relating to the Services.
- **5.1.3** Provide the Company, its employees, agents, consultants, and subcontractors with access to the Buyer's premises, office accommodation, and other facilities as reasonably required by the Company to provide the Services.
- **5.1.4** Obtain and maintain all necessary licenses, permissions, and consents required for the Services before the date on which the Services are to start.
- **5.1.5** Provide the Company with information and materials as reasonably required for the Services, ensuring the information is complete and accurate.
- **5.1.6** Prepare its premises or site for the safe supply of the Services, ensuring compliance with all applicable laws, including health and safety laws and regulations.

5.2 If the Company's performance is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("Buyer Default"):

- **5.2.1** The Company has the right to suspend performance until the Buyer remedies the Buyer Default, relying on it to relieve it from its obligations.
- **5.2.2** The Company shall not be liable for costs or losses sustained or incurred by the Buyer due to the Company's failure or delay caused by the Buyer Default.
- **5.2.3** The Buyer shall reimburse the Company for any costs or losses sustained or incurred due to the Buyer Default.



6. DELIVERY AND TRANSPORT

6.1 Unless otherwise agreed in writing, the Company reserves the right to charge the Buyer the cost of transportation and packaging of the Goods to the destination on the Order. The Company may undertake transportation, or the Buyer shall collect the Goods. The Buyer warrants sufficient and suitable access to the destination. Any additional costs incurred by the Company will be payable by the Buyer.

6.2 Delivery dates are for information purposes only, and the Company accepts no liability for any loss or damage suffered by the Buyer due to failure or delay in delivery.

6.3 The Buyer agrees to provide prompt assistance to drivers of the Company or its carriers in off-loading heavier items.

6.4 Goods are deemed delivered when handed over at the destination on the Order.

6.5 Goods transported by the Buyer's carrier are deemed delivered when handed over to the carrier.

6.6 Goods collected by the Buyer are deemed delivered when handed over to the Buyer.

6.7 In the case of delivery by instalments, the Buyer is not entitled to treat faulty delivery in one instalment as grounds for rescission of the whole Contract.

6.8 If the Buyer fails to give delivery instructions within 14 days, the Company may store the Goods at the Buyer's expense.

6.9 If the Buyer does not accept delivery after arrangements are confirmed, the Company may charge the Buyer for costs incurred.

7. DEFECTS AND REPLACEMENT

7.1 If the Company manufactures Goods based on measurements provided by the Buyer, the Buyer is responsible for ensuring the measurements are correct. If incorrect measurements are provided, the Buyer is not entitled to a refund unless Condition 7.3 applies.

7.2 In the event of omissions from the delivery, or loss or damage occurring to Goods during transit where the Goods are transported by the Company or its carrier, the Buyer must give written notice to the Company within three working days of the dates of delivery. Additionally, if such Goods are consigned by a carrier of the Company, the Buyer must comply with that carrier's conditions of carriage for notification of omissions or loss or damage in transit. The Buyer must also give written notice to the Company within three working days of receipt of the delivery note or invoice, whichever is received earlier, if the goods have not been delivered to the correct destination as agreed in the contract.



7.3 The Buyer shall inspect the Goods on delivery. If the Goods are faulty or fail to comply with the Specification, the Company will, at its option, make good any defects in the Goods due solely to defective workmanship or materials, or where the Goods fail to comply with the Specification, by repair or replacement.

7.4 The Company warrants that the Goods and/or Services will, on delivery, conform to the Specification. The Company is not liable if the Goods and/or Services conform to the Specification but are in any way unsuitable for the proposed use by the Buyer.

7.5 Notwithstanding Conditions 7.2, 7.3, and 7.4, the Company shall not be liable for a breach of the warranties set out in these Conditions:

- **7.5.1** unless the Buyer gives written notice of the defect to the Company and, in the case of Goods, if the defect is a result of damage in transit, to the Company's carrier, within 7 Working Days of delivery, specifying the Order number, details of the defect, and delivery date. In the event of a defect not apparent on delivery, the Buyer shall inform the Company of such defect as soon as possible and no later than 3 Working Days following discovery.
- **7.5.2** unless the Company is given a reasonable opportunity, after receiving the notice pursuant to Condition 7.5.1, to examine the Goods or to procure that the manufacturer examines the Goods as necessary, and the Buyer complies with any request from the Company to return Goods to the Company's place of business for examination to take place there.

7.6 The Company shall not be liable for a breach of warranty under Condition 7.4, and Condition 7.3 shall not apply in the event of defects or non-compliance with the Specification caused by:

- **7.6.1** any wilful act or negligence (other than by servants or agents of the Company), incorrect storage or application, movement, installation, abuse, or defects caused by wear and tear.
- **7.6.2** the Buyer's failure to follow the Company's and/or the manufacturer's instructions (whether oral or in writing) as to the storage, installation, commissioning, proper use, and maintenance of the Goods.
- **7.6.3** the Buyer altering or repairing the Goods without the written consent of the Company.

7.7 If the requisite notice contained in Conditions 7.2 and 7.5.1 above is not given by the Buyer, or it is not given within the specified time limits, the Goods shall be deemed accepted by the Buyer as being in good order and in conformity with the Specification and the Contract.

7.8 In all cases, the Company must be given a reasonable opportunity following notice of complaint to examine the relevant Goods.



7.9 Save as set out herein and for liability for death or personal injury resulting from negligence on the part of the Company and save for breach of the Company's statutory implied undertakings as to title, all express or implied conditions, representations, or warranties as to the quality or fitness of the Goods or otherwise are expressly excluded.

7.10 Save for liability for death or personal injury resulting from the negligence of the Company, the Company accepts no liability under any claims howsoever arising (be it by negligence or otherwise) for any loss over the figure of £1,000,000 or such greater figure as is from time to time the limit of liability laid down by the Company's insurers in respect of such claims. However, the Company shall not be liable for any consequential loss, special or indirect loss or damage, loss of goodwill, loss of anticipated savings, or loss of profits or contracts whatsoever.

7.11 IF THE BUYER IS A CONSUMER, HIS ATTENTION IS SPECIFICALLY REFERRED TO CONDITION 16 BELOW.

8. RISK AND TITLE TO GOODS

8.1 The risk in the Goods passes to the Buyer upon delivery (howsoever effected) but property in the Goods remains vested in the Company and shall only pass from the Company to the Buyer upon full payment being made by the Buyer of all sums due on whatsoever account or grounds to the Company from the Buyer. In the event of the Goods being sold by the Buyer in such manner as to pass a third party a valid title to the Goods, whilst any such sums are due as aforesaid, the Buyer shall be the trustee for the Company of the proceeds and the Buyer shall place such proceeds in a separate bank account. The Company's rights under this Condition 8.1 shall attach to the proceeds of sale. Nothing herein contained or implied shall constitute the Buyer the Agent of the Company for the purposes of any such sub-sale.

8.2 The Buyer agrees that prior to full payment being made as aforesaid the Company may at any time by its servants or Agents enter upon the Buyer's premises without giving any prior notice and remove the Goods therefrom (and dispose of the same in any manner it may decide) and that prior to such payment the Buyer shall keep such Goods separate and identifiable for this purpose.

8.3 In the event of the Goods becoming constituents of or being converted into other whilst sums are due as provided in Condition 8.2 hereof the Company shall have the ownership of and title to such other products as if they were the Goods and accordingly this Condition 8.2 shall so far as appropriate apply to such other products subject to the Buyer's right to the surplus of any monies realized by the said products in excess of those due to the Company as provided herein.

8.4 Any implied authority that the Buyer shall be entitled to sell the Goods and pass property in the same to third parties in the normal course of its business or manufacture products out of the same or sell such products will continue until



otherwise notified to the Buyer by the Company whereupon the happening of any of the following events such authority shall immediately be withdrawn and shall forthwith terminate and all such Goods and products made therefrom shall immediately be delivered to the Company:

8.4.1 Any distress execution or other legal process being levied upon any of the Buyer's assets;

8.4.2 Any notice to the Buyer that an administrative receiver or other receiver is to be or has been appointed in respect of the Buyer's undertaking material part thereof or other property or assets;

8.4.3 Any notice to the Buyer that a petition for an administration order is to be or has been presented in respect of the Buyer;

8.4.4 Any notice to the Buyer that a petition to wind up the Buyer is to be or has been presented to the Buyer or any notice to the Buyer of a proposal to pass a resolution to wind up the Buyer (including any proposal by the Buyer so to do);

8.4.5 A decision by the Buyer or any proposal to the Buyer and the Buyer's to make a voluntary arrangement or composition with its creditors;

8.4.6 Presentation of a petition for bankruptcy by the Buyer, or notice to the Buyer that a petition for bankruptcy is to be, or has been presented to, the creditor(s) of the Buyer. Any upon the happening of any such events as stated in 8.4.1 above the Buyer shall immediately notify of the Company;

8.4.7 On any one or more of the events referred to in Condition 8.4.1 occurring the Company may at its option and without prejudice to any other rights and remedies it may have determine to the Buyer; or

8.4.8 In the event of a determination by the Company of the Contract in accordance with Condition 8.4.7 above the Company shall be entitled to recover as damages from the Buyer the following:

8.4.8.1 The value including any work completed of Goods manufactured at the date of determination;

8.4.8.2 The value including any work begun or Goods begun to be manufactured but not completed at the date of determination including the cost of materials, labour, overheads and profit in connection therewith; or

8.4.8.3 A sum representing any further profit which the Company would have made on the Contract but for its determination by the Company's Auditors whose decision shall be conclusive and binding on the Buyer.



9. SAFETY INSTRUCTIONS

Unless it is part of the Services, as described in the Specification, the erection and/or installation and/or other use of the Goods is the Buyer's responsibility. The Buyer undertakes with the Company that it will ensure compliance, so far as reasonably practicable, by the Buyer's servants agents licensees and customers, with any instructions (where given) by the Company or the manufacturer, for the purpose of ensuring that the Goods will be safe and without risk to health when properly used, and will take any other steps or precautions as having regards to the nature of the Goods as are necessary to preserve the health and safety of persons handling using or disposing of them. Copies of instructions are enclosed with products. If not, it is the Buyer's responsibility to request them from the Company.

10. INTELLECTUAL PROPERTY RIGHTS

The Buyer acknowledges that the Company is the owner or licensee of the Intellectual Property Rights in the Goods and/or Services, and the Buyer agrees that it will not assert or procure ownership of the Intellectual Property Rights against the Company.

11. SET OFF

The Buyer shall not be entitled to withhold or set off payments, or any amount due to the Company under the terms of the Contract, against any claim of the Buyer in respect of faulty or defective Goods or Services or for any other reason.

12. FORCE MAJEURE

In the event of war, invasion, enemy hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, terrorist attack, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic (including covid-19), nuclear, chemical or biological contamination or sonic boom, collapse of buildings, fire, explosion or accident, or non-performance by suppliers or subcontractors, the Company shall be relieved of liabilities incurred under the Contract wherever and to the extent to which the fulfilment of such obligations is prevented frustrated or impeded as a consequence of any such event or by any statute rule regulation order or requisition issued by any government department council or other duly constituted authority or from strikes lockouts breakdowns of plant or any other causes (whether or not of a like nature) beyond the Company's control.

13. THIRD PARTY RIGHTS

A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.



14. NOTICE

14.1 Notice given under the Contract shall be in writing to the other party to the address, e-mail address, or fax number provided in the Order Acknowledgement, or such other address, e-mail address, or fax number as the relevant party may notify to the other party.

14.2 Notices sent by first class post shall be deemed served on the next Working Day following posting where the notice is sent and received within the United Kingdom, or 7 Working Days following posting where the notice is sent and/or received outside of the United Kingdom.

14.3 Any notice delivered personally shall be deemed served at the time of personal delivery, provided that the same occurs on a Working Day.

14.4 Any notice sent by fax or e-mail shall be deemed served at the time of transmission provided that the same occurs on a Working Day and between the hours of 9:00 a.m. to 5:00 p.m. (GMT), and if it does not shall be deemed served on the next Working Day. To prove service it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party, by e-mail to the address of the party or in the case of post, that the envelope containing the notice was properly addressed and posted.

15. WAIVER

No waiver or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

16. CONSUMER TRANSACTION

Subject as expressly provided in these Conditions, and without prejudice to any rights prescribed by the Consumer Rights Act 2015, all other warranties conditions or other terms implied by statute or common law, are excluded to the fullest extent permitted by law.

17. LEGAL INTERPRETATION

17.1 The Buyer agrees that no oral representations have induced them to enter into the Contract or form any part thereof. Furthermore, the Buyer accepts and acknowledges that no conditions provided by the Buyer's shall form part of the Contract unless expressly agreed by the Seller in writing.

17.2 The Contract is governed by the Law of England and Wales. Any dispute arising out of or in connection with the Contract shall be determined exclusively by the Courts of England and Wales.



18. SEVERANCE

In the event of any of the Conditions being ineffective for any reason, the remainder thereof shall constitute the Conditions binding upon the parties.

