



## 1. Definitions

'We/Us/Our/Ours' refers to **Poole Waite & Co Ltd** of 3 Clerkenwell Road, London EC1M 5PE.

'Goods' means the products which the seller has agreed to supply to the purchaser in accordance with these Conditions.

'Purchaser' means the person whose order for Goods as accepted by Us.

## 2. Ordering Goods

Goods may be ordered in person by visiting our sales office, by telephone, website sale, facsimile, post or e-mail. We do not accept any liability for orders that do not reach Us for any reason.

The Purchaser shall be responsible for ensuring the suitability of any Goods before ordering as well as the terms of any order placed.

Goods held in stock that are requested as samples for approval will be charged for accordingly. Upon their return or collection we will offer a full credit but they must be in pristine condition and in the original and undamaged packaging.

If items required need to be ordered in specially or do not form part of our standard stock range then please contact our sales office for further information.

## 3. Carriage

Any order placed for a value in excess of £90.00 excluding VAT (See condition 7) will be delivered carriage paid to mainland Britain (as defined by the courier company). Next working day means Monday – Friday between 8.00am – 6.00pm.

For all other delivery options, including Saturday / Sunday deliveries or timed options please refer to our Carriage information page shown at the front of the catalogue (Page v).

## 4. Delivery Dates

All delivery dates quoted are given in good faith.

We do not accept any liability which may result from the late delivery or non delivery of Goods. This may include manufacturing delays, goods lost in transit, delivery vehicle breakdown or accident, non-delivery by courier companies employed by Us, delays due to adverse weather conditions, industrial disputes, civil unrest, war or any other cause beyond Our control. We will not accept the off-setting of monies due or claims for compensation as a result of late delivery.

It should be noted that non-payment of outstanding monies may result in Us withholding the further supply of Goods. Notification in such an event may not be given (see also Conditions 8 & 12).

## 5. Short or Damaged Deliveries

Any shortfall in quantities between that stated on Our delivery note/invoice and the amount delivered must be notified to Us immediately (and no later than 3 working days following delivery) so We can investigate the claim. Similarly any damages must be reported within a maximum of 3 working days and the packaging should be retained for inspection by Us and/or Our couriers.

## 6. Prices

We reserve the right to review prices and discount structures at any time. Prices given in a quotation will be held for the time period stated and are based on the supply of the order as a whole. Selective ordering of Goods from a quotation or a reduction in the quantities required may affect pricing. In such circumstances, the Purchaser should obtain a revised quotation from Us.

## 7. Value Added Tax (VAT)

All prices are subject to the addition of Value Added Tax at the rate current at the time of delivery, illustrated within this catalogue as "Trade prices ex VAT"

## 8. Payment

All accounts are operated on a net monthly basis with payment due by the 28th of the month following the invoice date. Any deviation from this schedule must be authorised by Us in writing. We must be notified in writing within 5 working days from the date of invoice of any discrepancies, errors, or any other reason that may cause a delayed payment.

We reserve the right to withdraw credit facilities at any time without the need to justify or explain Our decision.

Non-payment of monies will result in the first instance, in a cessation in the supply of further Goods. This is irrespective of the stage reached in the project.

We reserve the right to pass on all or part of any outstanding monies to a Third Party Debt Collection Agency.

We reserve the right to charge interest (at our calculated %) on monies outstanding for periods in excess of 3 months. Court action may also be taken to recover monies outstanding for prolonged periods.

## 9. Return of Goods

Items from our stock range may be returned for credit, subject to our agreement. Any returned item(s) must be in pristine condition and in its original, undamaged packaging. A handling charge may be payable to cover administration costs.

Items that have been specially ordered (with the exception of bespoke items – see below) may be returned by special agreement if our supplier in turn agrees to accept



the goods back from Us. We will pass onto the original Purchaser any manufacturer's/supplier's restocking charges, the carriage costs involved in returning the Goods and any associated administration costs.

Bespoke items such as finger-plates, kick plates, protection plates, specialist fabrications, colour coated products and items manufactured to non-standard sizes are not returnable for credit.

## 10. Ironmongery Schedules

Schedules produced by Us are Our interpretation of the Goods required. All schedules should be carefully checked by the intended Purchaser (or their agents) to ensure their requirements will be met. Changes in specification once orders have been placed will be subject to any additional costs arising. Similarly, where schedules are supplied to Us for pricing, it is the responsibility of the intended Purchaser or their agents to check the accuracy of all paperwork. Changes in specification once orders have been placed will be subject to any additional costs that arise.

## 11. Spraying and Powder Coating Service

Whilst we will endeavour to take all necessary Health and Safety precautions when preparing surfaces and spraying on site or at customer premises we cannot be held responsible in ensuring all staff, visitors and personnel are not within the vicinity of the surrounding area. Also all air-conditioning units, ventilation systems and other sensitive electrical items should be turned off to prevent damage. This is the clients responsibility.

When colour matching to an existing finish we will look to obtain a final result as close as possible. However due to the age of the existing paint, manufacturing techniques and the manner in which the original finish was applied, an exact colour match cannot be guaranteed.

Depending upon the type of application and finish required, our paints and lacquers are either water-based, Cellulose 1K or 2K systems. Full specification and datasheets are available upon request.

The plant and machinery required for on-site spraying and rust removal operate by compressed air on either a 110V or 240V electrical supply. When in operation these machines can achieve noise levels of up to 80dB.

## 12. Risk and Title

Risk in the Goods shall pass to the Purchaser or their agent when they take possession of the Goods. We retain ownership of the Goods (even though the risk has been passed to the Purchaser) until payment in full has been received. In the event of non-payment, We reserve the right to recover the Goods. In order to achieve this, We may instruct an agent acting on our behalf to enter the Purchasers premises to reclaim the Goods. If the Goods have been sold on to a third party in either their original or a modified state, We shall be entitled to the proceeds thereof up to the amount outstanding in Our records. If the Goods are lost, stolen or otherwise disposed of by an insured Risk prior to payment, the Purchaser shall receive the proceeds of the insurance as a trustee on behalf of Us and make prompt payment of any monies outstanding to Us within 5 working days.

## 13. Delivery Program Termination

If We become aware of any circumstances that We consider may cast a doubt over the credit-worthiness of a customer part way through a delivery program, We reserve the right to call for the immediate payment of all outstanding monies and to continue the supply of Goods only on a proforma basis.

## 14. Warranty

Materials supplied by Us carry whatever warranty the manufacturers have conveyed to Us and can therefore be passed on to the Purchaser. The original sales bill is required as proof of purchase. Excluded from this warranty are the effects of normal wear and tear and damage as a result of vandalism or any other form of improper use. Also excluded are items that have been incorrectly specified and are therefore unsuitable for the use intended. Incorrect installation and/or maintenance will also void any warranty claim.

All product finishes and the antimicrobial efficacy are based upon performance and test data provided by the manufacturers. As we have no control over the type of usage, cleaning contaminants, vandalism and environment pollutants etc, these finishes are excluded from any warranty or guarantees.

We reserve the right to return any failed Goods to the relevant manufacturer for a technical report on its malfunction. This includes any item carrying a 'lifetime guarantee'. We are under no obligation to provide an immediate free of charge replacement for the Goods. The manufacturers decision is final in respect as to whether to repair, replace or reject a claim.

Our liability is strictly limited to the original purchase price of the Goods and expressly excludes any claims for any form of consequential loss, damage or injury as a result of a component failure.

## 15. Disclaimer

As part of Our policy of ongoing improvements we reserve the right to modify, alter or change product specifications without giving notice. Product illustrations are representations only and all information contained in this catalogue is provided for guidance only.

As We have no control over the installation methods of the products or of the prevailing site conditions We accept no liability whatsoever for any loss, claims, damage or injury arising during installation / maintenance etc of the products.

## 16. Copyright

No part of this catalogue may be photocopied electronically transmitted emailed or reproduced in whole or part without the express written permission of **Poole Waite & Co Ltd.**

**These conditions shall be governed by the Laws of England. (2021)**