

CPI MORTARS LIMITED CONDITIONS OF SALE

1. In these conditions:
 - a. CPI Mortars Limited is called "the Company".
 - b. "the Customer" means the person, firm or company purchasing Goods from the Company.
 - c. "the Goods" means any goods to be supplied by the Company in accordance with these conditions.
 - d. "the Silo" means the silo or silos (if any) in which the Goods are delivered.
2. These conditions apply to all agreements for the sale of Goods by the Company to the Customer to the exclusion of all other terms and conditions which the Customer may purport to apply under any purchase order or in correspondence or elsewhere. The Company shall not be liable to the Customer for loss arising from or in connection with any representations made by the Company's employees or agents except as they appear on the face of this document.
3. No order submitted by the Customer will be deemed to be accepted by the Company unless and until confirmed in writing by the Company. The Customer may not cancel any order (save pursuant to condition 4.b below) except with the agreement of the Company in writing and the Company reserves the right to recover any loss incurred as a result of cancellation.
4.
 - a. The price of the Goods (exclusive of VAT which the Customer must also pay) shall be the Company's quoted price. All prices quoted are valid for one month only unless stated otherwise in writing.
 - b. The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as alterations of duties or significant increase in the costs of labour materials or other costs of manufacture) any change in the delivery dates, quantities or specifications of the Goods requested by the Customer or any delay caused by the Customer provided that the Customer may cancel this Agreement within seven days of such notice from the Company.
5. The Company will invoice the Customer on or after delivery of the Goods and the Customer may make payment within 30 days of the date of invoice. If the Customer fails to make any payment on the due date, the Company shall be entitled to suspend any future deliveries and appropriate any payment for any Goods as they may determine.
6.
 - a. Delivery of the Goods is made by the Company making delivery of the Goods to the Customer's premises or other agreed place.
 - b. The Company's quotation is based upon safe and easy access for their vehicle for delivery and collection of materials and goods. In the event that in the opinion of the Company such access is not available or any road or ground over which the Company's vehicle would have to travel is unsuitable, the Company reserves the right to refuse to deliver or collect. Should the Company incur any additional costs in making a delivery by reason of an unsatisfactory or unsuitable road or ground the Company shall be entitled to recover the extra costs by way of increasing the quoted price.
 - c. Any delivery dates quoted are approximate only and the Company shall not be liable for delay in delivery nor shall the Customer be entitled to refuse to accept the Goods because of late delivery.
 - d. The prices quoted by the Company only cover delivery or collection on normal working days during normal working hours. All deliveries made on Public Holidays, Sundays or Saturday afternoons or any other time outside normal working hours will be charged for by the Company as an increase to the quotation price.
 - e. Any Customer ordering the Company's vehicles off the road do so at their own risk and responsibility.
 - f. Due to limited available hard copy storage facilities the Company will retain original records of proof of deliveries for a period of 6 months only. Original proof of delivery records requested in this period will be provided. Thereafter copies of the records will be retained electronically by the Company for retrieval upon request.
7.
 - a. Risk of damage to or loss of the Goods will pass to the Customer on delivery.
 - b. Title to the Goods will not pass to the Customer until the Company has received in cash or cleared funds payment in full for the Goods the subject of this Agreement and for all other Goods agreed to be sold by the Company to the Customer for which payment is then due and all other amounts outstanding and payable by the Customer to the Company.
 - c. Until title to the Goods has passed to the Customer, the Customer will hold them as mere bailee and will deliver up the Goods on demand by the Company and if the Customer refuses the Company is licensed to come on to the premises where the Goods are stored and to collect them.
 - d. Any licence to use the Goods in which title has not passed will be immediately suspended upon any of the events in Condition 10 occurring.
 - e. Nothing in this agreement will give the Customer any right title or interest in the Silo, the terms of use of which are governed by the Conditions of Hire on this page.
8.
 - a. Subject to the Conditions set out below the Company warrants that at the time of delivery the Goods will correspond with their general specification at the time of the delivery and will be free from defects.
 - b. The above warranty is given by the Company subject to the following conditions:
 - i. The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company instructions, (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
 - ii. The Company shall be under no liability under the above warranty (or other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment.
 - c. Subject as expressly provided in these conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 as amended) all warranties, conditions or other terms implied by title or common law are excluded to the fullest extent permitted by law.
 - d. The Company shall not be liable for any default beyond its reasonable control.
 - a. Any claim by the Customer which is based on any defect in the quality or condition of the Goods or failure to correspond with the general specifications shall be notified in writing to the Company immediately following discovery of the defect and in any event no later than seven days from the date of delivery by the Company. If the Customer does not notify the Company accordingly, the Customer shall be deemed to have accepted the Goods and shall not be entitled to reject them.
 - b. Where any valid claim is notified to the Company in accordance with condition 9.a above, the Company shall be entitled to repair or replace the Goods free of charge or at the Company's sole discretion, refund to the Customer the price of the Goods (or a proportional part of the price), but the Company shall have no further liability to the Customer.
 - c. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable for any indirect or consequential loss of time arising out of the supply of the Goods or their use or resale by the Customer, and the entire liability of the Company shall not exceed the price of the Goods.
10. All sums owed by the Customer in respect of the Goods will immediately become payable and the Company will be entitled to suspend all future deliveries and/or treat all outstanding orders as cancelled and/or terminate this agreement and all other contracts with the Customer and/or take possession of any Goods if any of the following occurs:
 - a. the Customer fails to pay for the Goods or otherwise breaches this agreement.
 - b. any distress in execution is levied on the Customer's Goods.
 - c. the Customer offers to make any arrangement or composition with its creditors.
 - d. the Customer is unable to pay its debts as they fall due.
 - e. any resolution or petition to wind up the Customer is passed or presented.
 - f. a receiver administrator or administrative receiver or manager is appointed over the Customer's business or assets.
11.
 - a. Any notice given by either party shall be in permanent readable terms addressed to the other at its registered office, principal place of business or last known business address.
 - b. This agreement shall be governed by the laws of England.

CPI MORTARS LIMITED CONDITIONS OF HIRE

1. In these Conditions:
 - a. CPI Mortars Limited is called "the Company".
 - b. "The Hirer" means the person or company entering into this hiring contract with the Company.
 - c. "The Equipment" means the equipment hired by the Hirer together with any accessories, replacements, renewals or additions thereto.
2. These conditions form part of the contracts for the hire of the Equipment by the Company to the Hirer and shall prevail over all inconsistent terms or conditions contained or referred to in the Hirer's order or in correspondence or elsewhere and all or any conditions or stipulations contrary to these are hereby excluded and extinguished. No employee has authority to vary or add or depart from these terms or make any representation about the Equipment or the contract made herein.
3. The minimum period of hire shall be one week.
4. The period of hiring shall be deemed to commence on the date when the Equipment is delivered to the Hirer's site (called "the commencement date") and shall terminate on the date when the Equipment is removed from the Hirer's site (hereinafter called "the termination date").
5. Hire charge ("Rent") shall be at the rate given on the Company's quotation for one week commencing on the commencement date and shall thereafter continue at the said rate save that the Company shall be entitled at any time after the said period of one week by giving not less than seven days notice in writing to the Hirer to increase the said charges to correspond with the current rate of the Company's hire charges for similar equipment. The Hirer shall pay Rent for the period commencing on the commencement date until the termination date by weekly instalments in arrears.
6. The Hirer's acceptance of delivery of the Equipment shall be conclusive evidence that the Hirer has examined the Equipment and found it to be complete in accordance with the description on the Hire contract and in good order and condition and fit for any purpose for which it may be required.
7. The Company shall not be liable for any loss or damage whatsoever, including any damage resulting from delay in delivery or from directly or indirectly using the Equipment (save for the Company's liability for death or personal injury caused by the negligence of its employees or agents). The Hirer shall fully and completely indemnify the Company in respect of all claims in connection with or arising out of the hire of the Equipment and in respect of all costs and charges in connection therewith whether such claims arise under statute common law or otherwise. The Hirer shall effect the necessary insurance to support such indemnities and produce evidence thereof to the Company if required to do so.
8.
 - a. The Company, its employees and/or agents shall at all reasonable times have access to the Equipment for the purpose of inspecting it and testing its condition.
 - b. The Hirer shall not without prior written consent of the Company make any alteration, addition or improvement to the Equipment and such alterations additions or improvements so made shall belong to and remain the property of the Company without cost to the Company.
9. No condition or warranty whatsoever whether express, implied or statutory has been or is given or made by or on behalf of the Company in relation to the quality of the Equipment or its fitness for any particular purpose and any conditions and warranties are hereby excluded to the fullest extent permitted by law.
10.
 - a. The Hirer shall immediately notify the Company of and shall indemnify the Company against any loss or damage to the Equipment.
 - b. No loss or damage to the Equipment or any part thereof shall affect or impair the obligations of the Hirer under this agreement which shall continue in full force and be permitted by law.
11. Any repairs or replacement to the Equipment shall be carried out by the Company and the Hirer shall upon demand reimburse to the Company the cost thereof.
12.
 - a. The Hirer shall have no right of property in the Equipment except the right to use the Equipment as a Hirer on the terms and conditions of this agreement.
 - b. The Hirer shall not sell, assign, let or hire, mortgage, pledge, charge, suffer any diligence distraint or execution to be made upon or in any way dispose or part with possession of, or deal with the Equipment or any part hereof or allow any lien to be created thereon.
 - c. The Hirer shall not use the Equipment in any location other than the location specified.
 - a. If the Hirer fails to pay any rent or other sum payable under this agreement within seven days of it becoming due (whether demanded or not) or fails to observe or perform any of the terms and conditions of the agreement whether expressed or implied or shall do or allow to be done any act or thing which in the opinion of the Company may jeopardise the Company's rights in the Equipment or any part thereof, or cause the company or the Hirer to incur any liability to any third party, then in each and every such case the Company may by notice in writing sent to the Hirer forthwith or at any time thereafter for all purposes terminate this agreement.
 - b. Notwithstanding the generality of Clause 13.a above upon the occurrence of any of the following events namely:
 - i. if any process of execution, or distress shall be levied on or due against the Equipment or any part thereof or any premises or vessel where the same may be or any of the Hirer's goods or other property or if the Hirer shall permit any judgement against the Hirer to remain unsatisfied for seven days; or
 - ii. if the Hirer makes any voluntary arrangements with its creditors or (being a company) becomes subject to an administration order or goes into liquidation otherwise than for the purposes of amalgamation or reconstruction;
 - iii. loss or damage to the equipment; or
 - iv. on inspection of the Equipment pursuant to Clause 8.a if the Company is dissatisfied with the manner of erection of the equipment or its condition
 - v. then in each and every such case the Company may by notice in writing send to the Hirer forthwith or at any time thereafter for all purposes terminate this agreement.