

**Lakeside Buckingham Stone Ltd**  
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Moulton Park, Northampton  
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**STANDARD TERMS AND CONDITIONS FOR USE IN  
CONTRACTS FOR THE SUPPLY ONLY OF MATERIALS**

In these conditions: SUPPLIER shall mean Lakeside Buckingham Stone Ltd.  
Client shall mean the Customer purchasing the items.

**1. Generally**

a) These conditions ( with special conditions as endorsed upon the face of the quotation are the only conditions upon which the SUPPLIER is prepared to deal with client and they shall govern this contract to the entire exclusion of any other express or implied conditions.  
b) The acceptance of the SUPPLIER's quotation includes the acceptance of these terms and conditions. No conditions or terms stipulated, incorporated or referred to by the Client are to annul or vary these terms and conditions unless expressly agreed to by the SUPPLIER in writing.

**2. Validity**

a) Unless previously withdrawn the quotation is open for the acceptance within the period stated therein or, when no period is stated, within 30 days only after its date.  
b) A contract in respect of the works detailed in the quotation shall not exist until the client sends to the SUPPLIER their unqualified acceptance of the quotation.

**3. Price**

a) The prices for all goods and services supplied are stated exclusive of any Value Added Tax or other tax payable (if any) in the quotation unless expressly so stated but all taxes will be chargeable at the rate applicable at the time the tax invoice is raised.  
b) All prices contained in this quotation are strictly Nett cash unless otherwise stated. Any discount applicable will be shown on the quotation and no further discounts will apply.  
c) The quotation has been produced using prices ruling at the date of the tender and is fully fluctuating unless otherwise specified by the SUPPLIER in writing. All increased costs after the date of quotation will be calculated using indices published by NEDO for - Structural precast and pre-stressed concrete units (2/8); Non-Structural precast concrete components (2/9); or Natural stone (2/12) as appropriate.

**4. Payment**

a) Payment shall be effected in accordance with these terms and conditions.  
b) Payment will be made by the Client for the materials delivered and work executed, not later than 28 days from date of Invoice. Failure to comply with this clause will result in the forfeiture of any cash discount that may be applicable and the imposition of interest charges calculated on a day to day basis at the rate of 2% above the SUPPLIER's Bank Base Rate from time to time applicable until the sum due is paid.  
c) Where the sum owed by the client to the SUPPLIER is overdue the SUPPLIER shall be entitled to suspend work immediately and for any period that the interim payments are in arrears and there shall be added a corresponding term to the period of supply.

**5. Variation**

a) If for any reason beyond the SUPPLIER's control the Client is unable to accept delivery at such date as set out in the quotation the SUPPLIER reserves the right to make a claim for payment. The SUPPLIER is prepared to store goods at the Clients expense pending acceptance of the consignment by the client. Furthermore if manufacture and supply are delayed the SUPPLIER reserves the right to make a claim for loss and expense arising from the delay.  
b) All prices will be subject to further Variation in respect of any additional costs arising by virtue of any statute, regulations or orders by any Government Department or other duly constituted authority.  
c) Any adjustment required by the price adjustment provision and any variation of charge as previously referred to may be invoiced immediately the amount thereof has been ascertained and may be payable forthwith and the provisions of clause 4b in respect of interest payable on overdue accounts shall apply to payments due under this clause should they become overdue.  
d) The tender price where appropriate allows for the cost of importing materials based upon the rate of exchange, tax or duty prevailing at the date of tender. In the event of any adjustment in such rates between the date of tender and 14 days after the receipt of sufficient payment to settle the overseas debt the SUPPLIER reserves the right to make an appropriate adjustment to the price.  
e) Variations to the quality, quantity or scope of work or the conditions under which it is to be executed must be authorised by the Client on official note paper. The additional cost to carry out the variation will be either:  
i. by pro-rata to rates contained in the Contract.  
ii. agreed prior to the work commencing.  
iii. on a time and materials basis at the value contained within the quotation.

**6. Delivery**

a) Delivery of each consignment of goods shall be made to the place and in the manner designated by the Client at the time of tender.  
b) The Client shall advise the SUPPLIER in writing by means of 14 days notice when and where deliveries are to be made and for providing free of charge off-loading and adequate storage facilities.  
c) Any materials found to be damaged in transit or where the product or quantity is not as shown on the delivery note shall be so indicated on the delivery note or advised to the SUPPLIER within 3 working days of the delivery.  
d) Unless otherwise expressly agreed in writing with the Client, any delivery times specified by the SUPPLIER in the quotation or otherwise are business estimates only and the SUPPLIER will not be liable to the Client for any loss or damage sustained by the Client as a result of the SUPPLIER's failure to comply with such delivery times.  
e) If for any reason beyond the SUPPLIER's control, the Client is unable to accept delivery at such date, were reserve the right to make a claim for payment. The SUPPLIER is prepared to store goods at the Clients expense pending acceptance of the consignment by the Client. Furthermore if manufacture, supply or installation is delayed, the SUPPLIER reserves the right to make a claim for the loss and expense arising from the delay.  
f) In the event of the Client refusing to accept delivery of goods after arrangements have been confirmed in writing by the SUPPLIER shall be entitled to charge the Client with all packing, unpacking, loading and transportation costs incurred in such an abortive visit.  
g) All pallets are charged at £5.50 each with full credit being given for all RETURNED pallets

**7. Manufacture**

a) All samples provided by the SUPPLIER are indicative of the finished product; however there may be variations in colour due to the natural variation in aggregate colour used in manufacture  
b) All units are non structural unless specifically stated.

**8. Protection**

a) The goods will be protected by means of polystyrene which has been found to be satisfactory for all normal on-site abuse. The provision of the above protection shall be deemed to satisfy all liabilities incumbent on the SUPPLIER.  
b) The Client shall be solely responsible for ensuring that the goods are adequately stored in a dry accommodation under cover and in accordance with the SUPPLIERS recommendation and the SUPPLIER shall not be responsible for any loss or damage or deterioration of the goods from whatever cause arising.

**9. Warranty**

a) The SUPPLIER warrants that insofar as the goods are of its own manufacture they shall be free from defects in workmanship or materials at the time of delivery. Furthermore the SUPPLIER warrants that the work shall be free from defects in the workmanship or materials on the date on which work is complete.  
b) If the goods or the work do not conform to that warranty the SUPPLIER will:  
i. replace the goods found not to conform to the warranty or  
ii. take such steps as the SUPPLIER deems necessary to bring the goods or the work into a state where they are free from such defects.  
c) The foregoing warranty is conditional upon:  
i. the Client giving written notice to the SUPPLIER of the alleged defects in the goods or the work, such notice to be received by the SUPPLIER within 7 days of the time when the Client discovers or ought to have discovered the defect and in any event within 6 months of completion of the works.  
ii. the Client affording the SUPPLIER a reasonable opportunity to inspect the goods or the work.

d) The SUPPLIER further undertakes that insofar as the goods are not of its own manufacture it will use its best endeavours to secure recompense from its Client in respect of any defect in workmanship or material notified to it within 6 months of delivery of the goods and will pass on to the Client the benefit of any guarantees or indemnities given to it in respect thereof by its Client.

**10. Advice by SUPPLIER**

The SUPPLIER may if requested be prepared to assist the Client or other associated party in deciding what type of goods may be suited to particular applications. However, the SUPPLIER gives such advice and assistance without accepting any liability therefore and advises the Client to ensure that the goods comply with applicable regulations or other requirements.

**11. Health and safety**

The SUPPLIER may if requested be prepared to assist the Client or other associated party in deciding what type of goods may be suited to particular applications. However the SUPPLIER gives such advice and assistance without accepting any liability therefore and advises the Client to ensure that the goods comply with applicable regulations or other requirements.

**12. Drawings and descriptions**

All drawings, photographs, illustrations, specifications, performance data, weights and the like, whether contained in the contract or made by way of representation, have been provided by the SUPPLIER in the belief that they are as accurate as reasonably possible, but they do not constitute a description of the goods, shall not be taken to be representations made by the SUPPLIER and are not warranted to be accurate.

**13. Force Majeure**

The SUPPLIER shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever beyond the SUPPLIER's control including but not limited to an Act of God; War; civil disturbance; requisitioning; Government or Parliamentary restrictions; prohibitions or enactment's of any kind; import or export regulations; strikes; lockouts or trade disputes (whether involving its own employees or those of any other person); difficulties in obtaining workmen or materials; breakdown of machinery; fire or accident. Should any such event occur the SUPPLIER may cancel or suspend this contract without incurring any liability for loss or damage thereby occasioned.

**14. Delay Occasioned by Client**

a) The client shall promptly furnish all designs, equipment, personnel, information and instructions necessary for the SUPPLIER to be able to undertake the work in performance of the contract.  
b) Should the SUPPLIER incur extra costs owing to the suspension of works by the Client's instructions or lack of instructions, interruptions, delays, overtime, unusual hours of work for which the SUPPLIER is not responsible such costs will be charged as an extra at our rates applicable from time to time plus an allowance for overheads and profit.

**15. Cancellation**

If any contract is cancelled by the Client the SUPPLIER reserves the right to charge for work done and all expenditure incurred, including drawings, out of pocket expenses and loss of anticipated profit up to the date of receipt of the written cancellation.

**16. Governing Law**

This contract shall in all respects be subject to, construed in accordance with and governed by English Law

**17. Error and omissions**

The SUPPLIER reserves the right to amend any error or omission in the proposal.

**18. Title**

Until all sums due under the Conditions of Sale have been paid to the SUPPLIER the goods shall remain the property of the SUPPLIER irrespective of the incorporation of the goods into the works. Moulds will remain the property of the SUPPLIER.

**19. Replacement of goods**

Should the SUPPLIER be required for any reason to supply replacement goods, the supply of such goods will represent the SUPPLIER's total liability and no claims will be accepted for loss, damage or expense by the Client or any third party.

**20. Supply of copy invoices**

All copy invoices are supplied at a cost of £10.00 per invoice.