

## Terms and Conditions of Sale

**GENERAL:** In these terms and conditions of Sale and Delivery the following definitions apply:

- a. “the Company” mean RTU Ltd
- b. “the Customer” means any person who enters into a contract for the purchase of materials from the Company, either on his own behalf or as agent of another.
- c. “Materials” mean mortar, plaster, concrete, screed and any other goods which the company may sell as part of its business from time to time.

These conditions of sale and delivery shall be interpreted in accordance with the laws of Northern Ireland.

**DELIVERY:** The Customer shall provide sufficient labour to unload the delivery vehicle and shall complete the off-loading within a reasonable time. Failure to do so may give rise to additional charges for waiting time or return delivery. The delivery vehicle will only off-load where it is safe to do so and the Company will be indemnified by the Customer against any damage or loss whatsoever sustained in the process of delivery. Any complaints as to the quality or quantity of materials delivered or collected must be made to the Company’s Dispatch Dept within 24hrs of such delivery or collection.

**COLLECTIONS:** Where the customer collects materials from the Company’s premises, the Company will not be responsible for any breakage’s or damage to their transport vehicle, whatsoever unless notified before the materials leave the Company’s premises.

**ACCEPTANCE:** Commencement of off-loading the delivery vehicle at the place of delivery will be deemed acceptance of the materials. When, on the Customer’s instruction or those of his employees or agent, materials have been off-loaded on an unattended site and hence no receipt obtained, such instructions will constitute acceptance of the materials and the Customer will accept all responsibility for the materials from when they are off loaded.

**PAYMENT TERMS:** Accounts in the name of approved account holders only are payable by the Customer within 30days. In any other transaction, cash must be received with orders. The Company reserves the right to refuse acceptance of any order or to terminate any contract without notice in the event of a Customer’s failure to meet credit terms. All goods will remain the property of the Company until the price of such goods has been paid for in full.