



# TREDERWEN SPRINGS

Trederwen Springs 2008 Ltd  
T/A Trederwen Springs  
Llansantffraid-Ym-Mechain  
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Company Reg No: 6452544

## **General Conditions of Sale and Supply**

### **1. General**

- 1.1 Trederwen Springs (2008) Ltd (hereafter referred to as 'we'), only sell or supply goods on these conditions. In any instance of conflict, these conditions shall *override* any terms or conditions imposed by you and which can only be varied by writing signed by our duly authorised representative.
- 1.2 Each sale contract between you and Trederwen Springs (2008) Ltd is referred to below as 'the contract'
- 1.3 These general conditions of sale and supply were last updated on 1<sup>st</sup> August 2024.

### **2. Pricing**

- 2.1 Unless we agree otherwise in writing, all prices shall be as outlined in the Trederwen Springs (2008) Ltd New Customer Form and subject to annual review.
- 2.1.1 Without prejudice to the above, we reserve the right to review pricing as required in the event of unforeseen circumstances.
- 2.2 All pricing is exclusive of value added tax (VAT).

### **3. Payment**

- 3.1 Unless we agree otherwise in writing our terms of payment are that each invoice is payable in full in freely available funds in sterling within thirty days of the date of delivery.
- 3.2 We reserve the right at any time to charge interest on a day-to-day basis (at an annual rate 2% over the base rate) from the due date on late payments.

### **4. Performance**

- 4.1 Although we shall endeavour (subject to 4.2 below) to meet your delivery or completion requirements we shall be under no obligation to deliver goods or supply services by any specified date. Delivery and completion dates quoted by us or included in the contract are given in good faith but are estimates only and without engagement.
- 4.2 We may suspend or cancel the whole or any part of your order if by reason of circumstances beyond our control (including but without limitation - labour dispute, damage to or loss of machinery, supply restriction, accident, hostilities, act of God, government control, adverse weather and shortage of carriage or shipping facilities) either we or our contractors are prevented or hindered from performing our obligations or performance of those obligations is to a substantial degree rendered difficult.
  - 4.2.1 If we exercise our right of suspension, you may within 7 days cancel any unfulfilled part of your order conditionally on your paying all expenses incurred to date and our fair charges. We shall have no liability for any such suspension or cancellation.
- 4.3 Without prejudice to any other right we may have, we shall be entitled to charge for abortive delivery costs, storage, and associated costs should you be unavailable on the delivery date, refuse delivery, or defer delivery.

### **5. Title and risk**

- 5.1 Title to goods supplied by us remains vested in us until the purchase price and all other monies owing by you in relation to these goods or the price (whether or not due) are paid in full.
- 5.2 Notwithstanding this reservation of title you may resell any goods in the ordinary course of business which remain our property in which event you shall remit the proceeds of sale to us and until so doing shall hold such proceeds of sale on trust for us and in such a way that they are kept separate and are readily identifiable.

- 5.3 We shall be entitled (but not obliged) at any time to recover and dispose of any goods to which we have retained title under this clause and you will be deemed to have granted to us an irrevocable licence for so long as any monies shall remain owing to us to enter your premises to inspect and recover any such goods.
- 5.4 You agree and undertake in respect of all goods that remain our property:
- 5.4.1 to store the same in such a way that they are readily identifiable as our property:
- 5.4.2 to insure the same to their full value: and
- 5.4.3 to hold the same in all respects as bailee for us.
- 5.5 Notwithstanding the provisions of sub-conditions 5.1 above the goods shall be at your risk from the time when they are tendered for delivery at an agreed destination or are available for collection by you or cease to be in our possession and in particular when they are delivered into the possession or custody of a carrier, forwarding agent, warehouseman or other bailee or agent for the purposes of transmission whether or not such person contracts with or is instructed by us or you.
- 5.6 Where the property in the goods has not passed we may nevertheless maintain an action against you for the purchase price and all other monies then owing to us in relation to the goods notwithstanding Section 49 of the Sale of Goods Act 1979.
- 5.7 If we repossess or resell our goods we shall credit you in each case after deduction of all expenses or recovery and/or sale with the lessor of the net value or proceeds of sale (as we may elect) of the goods.

## 6. **Claims**

- 6.1 At the time of sale or delivery you will satisfy yourself that the goods comply with the contracted order and will inspect them for apparent defects and damage. You will thereupon sign our acceptance or delivery note or that of the carrier and endorse thereon a note of any deficiency, defects or damage found. Such note duly signed shall be conclusive evidence that the goods are correct and free from apparent defects and damage except as so endorsed and (in the case of consumer customers) except as to matters constituting any breach of a statutorily implied term. If you refuse or neglect to sign such note, it will be deemed to have been signed without endorsement.

## 7. **Limitation of liabilities and indemnity**

- 7.1 Copies of our public and product liability policy or policies are available for inspection at any time.
- 7.2 Nothing in these conditions shall apply to exclude or restrict any liability which under subsections 2(1), 6(1), 6(2) or 7(2) of the Unfair Contract Terms Act 1977 cannot in the relevant circumstances be excluded or restricted.
- 7.3 Subject to 7.2 above and without prejudice to subclauses below where loss or damage arises from breach of contract, negligence, misrepresentation or otherwise neither we nor our employees or agents (on whose behalf we contract for the purposes of this condition) shall be under any liability to you or to third parties
- 7.3.1 for any loss of profit or consequential loss or damage however arising, or
- 7.3.2 to any extent greater than the cover available to us under the policy or policies referred to in 7.1 above (after such cover has been applied in meeting any such liability as is mentioned in 7.2 above as may be covered thereby).
- 7.4 In relation to goods to be delivered overseas all warranties and conditions in relation to the goods whether express or implied and whether owing by common law statute custom or otherwise are hereby excluded.
- 7.5 Without prejudice to 4.1 and 4.2 above we shall in no circumstances be liable to you or to third parties for any loss or damage arising directly or indirectly from failure to perform or delay in performing any obligation by reason of circumstances beyond our control or from delay in delivery or completion.
- 7.6 You shall indemnify us and our employees and agents against all third-party claims relating in any way to goods or services supplied by us or arising from breach of or negligence in connection with the contract to the extent that there are no proceeds of our public and product liability insurances available (after meeting any liability to you covered thereby) to meet such claims.
- 7.7 Our pricing structure is based upon these limitations of liabilities and indemnities and you are advised to consider yourself obtaining insurance cover for any claim for which we are (pursuant to this condition or otherwise) not liable and for any indemnity liability which may arise under this condition.
- 7.8 Notwithstanding any other provisions of this condition 7 (but without prejudice to clause 7.2 above) we shall have no liability to you or any third parties in the event of any goods being sold over date or incorrectly stored.

## 8. **Suspension and termination**

- 8.1 If :-
- 8.1.1 you exceed any credit limit; or
  - 8.1.2 you are in breach of the contract or any other contract with us; or
  - 8.1.3 any event conferring a right of termination under 8.2 below shall have occurred;
- then in any such case, we shall be entitled (without prejudice to our other rights hereunder) to suspend further performance of the contract for such reasonable time as we deem fit and for this purpose to stop any goods in transit to you.
- 8.2 We may give notice to you to terminate our supply obligation if you are in breach of the contract of any other contract with us (such breach, if remediable not having been remedied within 7 days of notice from us) or any judgment or execution or other process issued in respect of any judgement against you is unsatisfied for 14 days or (being an individual) you die or are unable to pay your debts as and when they fall due or (being a corporation) you enter liquidation or suffer the appointment of a receiver or administrative receiver or any petition is presented or order made for the appointment of an administrative receiver or any petition is presented or order made for the appointment of any administrator of any event analogous to any of the foregoing shall happen in any other jurisdiction and any such termination should be without prejudice to your obligations and our rights under the contract save that (in respect of amounts paid by you) you shall be entitled to credit (subject to our right to set off against any liabilities ((due to us or to any member of any group to which we belong) on any account) amounting to the lesser of the price under the contract with you in relation to, and the proceeds (less costs) of our subsequent disposals, any goods which we have not delivered or which we repossess.

## 9. **Assignment**

- 9.1 You may not assign the contract or any rights thereunder without our prior written consent.

## 10. **Interpretation**

- 10.1 These conditions shall be interpreted without reference to their headings.
- 10.2 The contract is deemed to be governed by English law and you hereby submit to the non-exclusive jurisdiction of the English courts.
- 10.3 Any provision of these conditions held by a court of law to be invalid shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these conditions and any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provisions of these conditions.
- 10.4 The provisions of these conditions shall remain in full force and effect notwithstanding that the parties' obligations under the contract may have been performed or discharged.
- 10.5 The waiver of rights arising from any breach of any of these conditions or the nonenforcement of any of these conditions shall not prevent the subsequent enforcement of that condition or the exercise of any rights arising from that breach and shall not be deemed a waiver or rights arising from any subsequent breach.