



## General Trading Terms and Conditions

### General

- **The Company** means Alpha Waste Solutions Ltd, Unit 22 Rochester Trade Park, Maidstone Road, Rochester, Kent ME1 3QY
- **Customer** means the person, firm or company who purchases goods from the Company
- **Contract** means the contract between the Customer and the Company for the sale and purchase of goods
- **Goods** means the goods / services which the Company is to supply in accordance with these conditions

### Terms and Conditions

#### Basis of Sale

The Company shall sell and the Customer shall purchase the Goods in accordance with the conditions, which shall govern the Contract to the exclusion of any other terms and conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document

No variation to these Conditions shall be binding unless agreed in writing by the Company

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without liability on the part of the Company

Goods supplied may vary in detail from illustrations, drawings, measurements and descriptions set out in the Company's sales literature, which are approximate and for guidance only and will not form part of the Contract. Colour finished will be maintained as accurately as possible but matching cannot be guaranteed. All terminology used in the Company's sales literature is subject to these Conditions

The Company reserves the right to withdraw, improve or modify any design without prior notification. The Company cannot be held responsible for the incorrect application of any product.

#### Orders

No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company

The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order submitted by the Buyer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance of the terms.

No Goods may be returned to the Company without the Company's prior written consent and must be returned in their original packaging to ensure no damage is sustained during transit. The Buyer shall be liable for the cost of returning the Goods and for any damage to the Goods prior to receipt by the Company of such returned goods.

#### Delivery

Any dates quoted for the delivery of the Goods are approximate only. Time for delivery shall not be of the essence of the contract.

Claims by the Customer for shortages/breakages in delivery cannot be accepted unless they are received by the Company in writing within 3 working days of the expected date or receipt of the Goods at the Customer's premises.

#### Price and Payment

The price of the Goods shall be the price listed in the Company's published price list or literature

The Company reserves the right at all times to request payment made in full by the Buyer before delivery of the Goods takes place.

Unless otherwise agreed in writing between the Company and the Customer, all prices given are on an ex-works basis, and, where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport.

Payment terms strictly 30 days net unless specifically agreed in writing by the Company. Goods remain the property of the Company until full payment received.

If the Customer fails to make any payment under any contract with the Company on the due date, the Customer shall be in breach of these Terms and Conditions and the Company shall be forced to seek legal actions to recover all sums owing to them including relevant legal fees

The Company shall not be bound to deliver the Goods until the Customer has paid for them. Time for payment shall be of the essence.

We require payment to terms. Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that an account is outstanding, we reserve the right to refer the matter to our debt collection agents which will incur, at a minimum, costs of 15% + vat. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.