



TRADING TERMS AND CONDITIONS

SPECIFICATION/REGISTRATION

1. WE RESERVE THE RIGHT TO TRADE WITH WHOSOEVER WE WISH BUT UNDERSTAND THE NEED TO REWARD THE RESPONSIBLE DISTRIBUTOR WHO ACHIEVES AN ORDER FOR OUR PRODUCTS THROUGH A SPECIFIER.
2. BRICKS SUBMITTED BY THE DISTRIBUTOR TO THE POTENTIAL SPECIFIER SHOULD BE OFFERED USING THE W H COLLIER TRADE NAME.
3. WE RESERVE THE RIGHT TO WITHDRAW ANY COMMISSION DUE FOR OBTAINING A SPECIFICATION IF BOTH OUR TRADE NAME AND PRODUCT NAME ARE NOT ALREADY OFFERED AT THE OUTSET.
4. THE DISTRIBUTOR MUST ENSURE THAT ALL RELEVANT DETAILS SUCH AS CUSTOMER, SPECIFIER, ARCHITECT, AND THAT SITE DETAILS ARE SUBMITTED TO OBTAIN REGISTRATION FOR THE SITE.
5. A REGISTRATION OF NOTICE OF SPECIFICATION IS VALID FOR A PERIOD OF 6 MONTHS FROM THE DATE OF ACCEPTANCE.
6. WE RESERVE THE RIGHT TO CONTACT THE SPECIFIER FOR CONFIRMATION THAT THE SAID DISTRIBUTOR HAS PROVIDED OUR PRODUCTS. HOWEVER, WE WILL NOT CONTACT THE SPECIFIER WITHOUT PRIOR NOTICE.
7. REGISTRATION OF A SPECIFICATION WILL NOT BE ACCEPTED IF:
 - (A) THE QUANTITY IS BELOW 10,000
 - (B) BRICKS TO BE USED ARE AS AN EXTENSION TO EXISTING W H COLLIER BRICKS

ORDERS AND PRICES

1. QUOTATIONS ARE VALID FOR UP TO 6 MONTHS. WE RESERVE THE RIGHT TO WITHDRAW OR REVISE A QUOTATION AT ANY TIME BEFORE ACCEPTING AN ORDER.
2. ALL PRICES QUOTED ARE SUBJECT TO RISE AND FALL UNLESS SPECIFICALLY STATED TO THE CONTRARY
3. ALL PRICES QUOTED ARE EXCLUSIVE OF VAT
4. ALL SUMS ARE PAYABLE BY THE END OF THE MONTH FOLLOWING THE DATE OF DELIVERY.

SAMPLES

1. WHERE SAMPLES ARE SUPPLIED BY THE COMPANY, IT IS ON THE BASIS THAT THEY ARE INDICATIVE ONLY OF THE GENERAL TYPE, QUALITY, TEXTURE AND COLOUR OF THE BRICKS QUOTED FOR. NO WARRANTY OR REPRESENTATION IS GIVEN THAT THE GOODS DELIVERED WILL MATCH PRECISELY WITH ANY SAMPLES SUBMITTED AS SAMPLES ARE DRAWN FROM BULK AND ARE A REPRESENTATION OF THE PRODUCT AS A WHOLE.

DELIVERIES

1. RISK IN THE GOODS SHALL PASS TO YOU WHEN THE GOODS ARE COLLECTED BY YOU OR IF WE MAKE A DELIVERY TO YOU AT AN ADDRESS SPECIFIED BY YOU WHEN THE GOODS ARE DELIVERED AT THAT ADDRESS.
2. DELIVERY CHARGES ARE QUOTED ON THE ASSUMPTION THAT THE CUSTOMER WILL PROVIDE SAFE AND UNRESTRICTED ACCESS TO THE SITE OR DELIVERY ADDRESS, ON SURFACES SUITABLE FOR HEAVY GOODS VEHICLES, DURING REASONABLE BUSINESS HOURS FOR THE PURPOSES OF OFF-LOADING, AND UNDERTAKES TO ENSURE THAT THERE IS AN ADEQUATE LEVEL STOCKING AREA FOR THIS.
3. WE ACCEPT NO LIABILITY FOR ANY FAILURE TO DELIVER THE GOODS TO YOU ARISING FROM CIRCUMSTANCES OUTSIDE OUR CONTROL.

LIABILITIES

1. WE WILL NOT BE LIABLE UNDER THE SALE CONTRACT:
 - I. IF A DEFECT IN THE BRICKS WOULD HAVE BEEN APPARENT UPON INSPECTION AT THE TIME OF LOADING (IF YOU COLLECT) OR UNLOADING (IF WE DELIVER).
 - II. UNLESS AFTER THE DEFECT IS DISCOVERED, WE ARE NOT GIVEN A REASONABLE OPPORTUNITY TO INSPECT THE BRICKS BEFORE THEY ARE USED, FIXED OR INTERFERED WITH IN ANY WAY.
 - III. IF THE DEFECT ARISES FROM VARIATIONS IN COLOUR AND/OR TEXTURE OR TO THE APPEARANCE OF THE BRICK, INCLUDING EFFLORESCENCE.
 - IV. IF THE DEFECT OCCURS AS A RESULT OF THE BRICKS NOT BEING USED FOR THE PURPOSE THEY ARE SPECIFIED FOR.
 - V. IF THE DEFECT ARISES FROM WEAR AND TEAR.
 - VI. IF THE DEFECT ARISES FROM YOUR OR A THIRD PARTIES NEGLIGENCE, ALTERATION, MISUSE, OR FAILURE TO FOLLOW BRITISH STANDARD OR INDUSTRY CODE OR GENERALLY ACCEPTED INDUSTRY PRACTICES.