

TERMS OF TRADE

1. Conditions Paramount

- 1.1 All goods are supplied on the basis of these conditions and, in the event of any conflict between these conditions and the provisions of any document used by the buyer or any other arrangement between the parties, these conditions shall prevail unless otherwise agreed in writing signed by both parties.

2. Orders

- 2.1 All orders are accepted by Soudal Ltd subject to its ability to supply.
2.2 Prices advertised are indicative only, and orders will be invoiced at prices current at the date of dispatch.
2.3 Please note prices are exclusive of GST and are subject to change without notice.
2.4 Freight and handling charges may apply to orders.
2.5 Orders in default of clause 3. Payment, may be rejected by Soudal Ltd.

3. Payment

- 3.1 Invoices are issued on dispatch and are due for payment on or before the 20th of the following month.
3.2 Any dispute regarding prices must be raised within seven days of receipt of goods. Failure to do so will invalidate any such claim.
3.3 Should the account remain unpaid then all attempts will be made by Soudal Ltd to recover the same. All costs incurred including interest, debt collection costs, solicitors' fees and court costs will be added to the outstanding debt.
3.4 Soudal Ltd reserves the right to charge an additional fee, where fees are directly incurred by Soudal Ltd due to the payment method selected by the Customer (for example credit card or cheque payments).

4. Delivery

- 4.1 Any dispute regarding delivery of goods ordered must be raised within seven days of receipt of goods. Failure to do so will invalidate any such claim.

5. Risk and Ownership

- 5.1 Title (both legal and equitable) of the goods will not pass to the buyer until the goods have been paid for in full.
5.2 The goods will be at the buyer's risk immediately on delivery to the buyer or into the buyer's custody whichever is sooner) and the buyer is responsible for insuring the goods from this time even though title of the goods may not have passed to the buyer.
5.3 Until title of the goods passes to the buyer, the buyer acknowledges that it holds the goods or any products which incorporate the goods solely as bailee and in a fiduciary capacity.
5.4 In the event that goods or any products which incorporate the goods sold by the buyer include goods in respect of which title has not passed to the buyer, the proceeds of the sale of such goods (or the proportion of the proceeds of the sale of any such mixed products as most closely equates to the proportion of the content of the goods in the mixed products) will belong to Soudal Ltd. The buyer, in its capacity as trustee of such proceeds, shall account for such proceeds to Soudal Ltd on demand and in no circumstances later than the relevant due date. Pending this accounting such proceeds must not be mingled with any other monies or paid into any overdrawn bank account and shall be held by the buyer in a separate bank account on behalf of Soudal Ltd.
5.5 If the buyer defaults on payment or becomes insolvent, bankrupt, calls a meeting of creditors or goes into liquidation (voluntary or otherwise) Soudal Ltd reserves the right to enter and the buyer irrevocably consents to Soudal Ltd entering, by its servants or duly authorised agents, onto the buyer's premises or on to any premises where the goods are reasonably thought to be stored, without responsibility for any damage caused, and to repossess and subsequently resell the goods. Any value obtained will be credited against any amount owing but will not release the buyer's obligations for any remaining balance outstanding.

6. Default by Buyer

- 6.1 If the buyer defaults on payment or becomes insolvent, bankrupt, calls a meeting of creditors or goes into liquidation (voluntary or otherwise), Soudal Ltd may, notwithstanding any waiver of such default of failure and without prejudice to its other rights, suspend delivery, cancel any order or require payment in cash or on delivery of goods, notwithstanding the terms of payment herein specified.

7. Consumer Guarantees Act 1993

- 7.1 If the buyer is acquiring the goods for the purposes of a business, the buyer agrees that the provisions of the Consumer Guarantees Act 1993 do not apply to the contract.
7.2 If the provisions of the Consumer Guarantees Act 1993 do apply to the contract, clause 9 of these conditions shall have no effect and the responsibility of Soudal Ltd and the rights and remedies of the buyer in respect of the supply of goods by Soudal Ltd to the buyer shall be governed by the Consumer Guarantees Act 1993.
7.3 Nothing in these conditions is intended to have the effect of contracting out the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by the Act.

8. Buyer's Obligations

- 8.1 Where the buyer supplies the goods in trade to a person acquiring them for business purposes, it must be a term of the buyer's contract with that person that the Consumer Guarantees Act 1993 does not apply in respect of the goods.
8.2 Where the buyer supplies the goods to any other person in the course of trading, the buyer must not give or make any undertaking, assertion or representation in relation to the goods without Soudal Ltd prior approval in writing and the buyer must not represent that it is acting as an agent of Soudal Ltd.
8.3 The buyer agrees to indemnify Soudal Ltd against any liability or cost incurred by Soudal Ltd as result of any breach by the buyer of the obligations contained in this clause 8.

9. Liability of Soudal Ltd

- 9.1 This clause applies only where the provisions of the Consumer Guarantees Act 1993 do not apply to the contract.
9.2 The liability of Soudal Ltd in respect of any claim or action by the buyer for any remedy or compensation for any loss, injury, costs, expenses or damage, (including, without limitation, consequential loss or indirect damages) arising directly or indirectly out of the supply of goods by Soudal Ltd to the buyer, or the failure by Soudal Ltd to supply goods in accordance with the contract, or otherwise in connection with the goods or any advice, recommendation, information or services provided by Soudal Ltd, including, without limitation, any claim or action based on any conditions, warranties, descriptions or representations whether express or implied by law, trade customer otherwise is limited to either (at the option of Soudal Ltd):
9.2.1 The replacement of the goods supplied or the supply of equivalent goods; or
9.2.2 The payment of the cost of replacing the goods or of acquiring equivalent goods.
9.3 Soudal Ltd gives no warranty of freedom from patent infringement in relation to the use of any formula, information or advice given by it.



Soudal Ltd

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