

Terms and Conditions

1. Definitions

1. In these Terms and Conditions “the Company” shall mean Ecoscreed CI Ltd. “The Customer” shall mean the party with whom the Company contracts. “The Goods” shall mean the goods or services supplied by the Company. “The Conditions” shall mean the terms set out in this document. “The Contract” means the contract for the supply of Goods or services incorporating these Conditions.

2. Basis of Sale

1. The Goods are sold by the Company only under these Conditions which may not be altered without the written agreement of the Company, These conditions shall have precedence over any conditions appearing in the Customer’s order or other documentation specifying the order, unless expressly agreed in writing by the Company.
2. Quotations issued by the Company will be open for acceptance for 30 days from the date of issue thereafter they shall be automatically withdraw. The acceptance of a quotation from the Company will deem acceptance of the Company’s terms and conditions.
3. The Company cannot be held responsible for any delay, damage or loss whatsoever arising from war, Government requisitions, suspension of means of transport, strikes or industrial action, fire, floods, accident, failure of a third party to supply us. All quotations are based upon present costs of production, transport charges and manufacturer’s prices. In the event of our being called upon to meet any advance in the price of raw materials, wages, transport, etc., we reserve the right to increase our prices accordingly.
4. Cancellation of the Contract by the Customer will only be accepted at the discretion of the Company and in all cases on condition that any costs incurred by the Company up to the moment of cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith.
5. If a Contract is deferred or suspended by the Customer the Company will make a charge for any cost incurred by the deferment or suspension.
6. The property in the Goods shall not pass to the Customer until the Customer has paid to the Company the whole price thereof, but all risk in such materials shall be borne by the Customer from time of delivery to site.
7. If the Company’s invoice is not paid in full by the given date on the invoice an extended credit surcharges of 2.5% per month will be charged on overdue balances.

3. Delivery

1. The delivery truck driver is empowered to refuse delivery if, in his opinion, the point of unloading is unsafe or is likely to prove dangerous to his vehicle. If the delivery vehicle is required to deliver at any point off a public road, the Customer will be responsible for any damages to pipes, manholes or any other property of any sort resulting from the delivery and will indemnify the Company against any costs for damage, loss or legal costs on an indemnity basis result of such delivery.
2. If the Company is required by the Customer to deposit Goods on a pavement, street or public highway the Customer shall be responsible for compliance with all current regulations and hold valid permits for road obstructions or closures as required. The Customer must also take all necessary steps to protect pedestrians, vehicular traffic and property at all times and shall indemnify the Company in respect of all costs, claims, losses or expenses including legal costs on an indemnity basis which the Company may incur as a result of such delivery.

4. Representations

1. The Company takes every precaution in the preparation of its product data sheets and other literature, these documents are provided for the Customer's general guidance only. They do not constitute representations by the Company for a specific usage and the Company shall not be bound by them. If the Customer requires advice in relation to the Goods a specific request for advice should be made and any advice made or confirmed in writing.

For the avoidance of doubt the Company's liability for damages for misrepresentation (Other than fraudulent misrepresentation) are limited to the total price of the Goods purchased.

5. Warranty

1. The Company offers a 6 month limited warranty against defects in our Thermal screed product. The liability of the Company under these conditions shall be limited at our choice to the repair, replacement or credit to the invoice value of the Goods purchased.
2. Where the Goods are not manufactured by the Company but have been purchased via a third party whether or not at the request of the Customer, the Company's liability in respect of any defect in these Goods will be limited to such rights against the manufacturer or the third party as the Company may have in respect of those Goods. The Company will on written request provide details of its rights against the manufacturer or third party and any other terms and conditions imposed by the manufacturer or the third party and so far as possible will on request assignment of such rights to the Customer.

3. The Company shall not be liable to the Customer for any consequential loss or damage sustained by the Customer as a result either directly or indirectly of any fault or defect in the Goods or services supplied by the Company by reason of any nature whatsoever.
4. Without prejudice to any other provisions in these Conditions in any event the Company's total liability for any one claim or for the total of all claims arising from any one act of default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the purchase price of the Goods supplied.

6. Headings and clauses.

1. The headings of these Conditions are for convenience only and shall have no effect on interpretation.
2. If any Clause or sub-Clause of these Conditions is held by any court or other competent authority to be void or unenforceable the validity of the other Clauses or sub-Clauses of these Conditions shall not be affected and they shall remain in full force and effect.
3. These Terms and conditions shall be governed by the laws of the Island of Guernsey and the parties agree to submit to the exclusive jurisdiction of the courts of the Island of Guernsey.

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