



Geosynthetics Ltd

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MERCHANT POLICY STATEMENT

Geosynthetics Limited is wholly committed and dedicated to the success of its Builder Merchant Customers.

We will maximise their success by establishing competitive trade agreements and selling or back selling through them. Geosynthetics will continue to interact and assist with all enquiries for the following reasons:

- Specifications – Proactively generating product specification
- Design – Provision of Technical and Engineering support
- Solution – Value Engineering exercises at all contract stages
- Education – Seminar programme
- Service – Assist at all phases of the project from design through to installation and will endeavour to direct orders through its stockist Builder Merchants Customer's.

Tracy Woods
Managing Director
October 2015

Terms and Conditions for Customers

1. These terms and conditions shall apply in respect of the provision of the goods and services set out overleaf (respectively "the Goods" and "the Services" and together "the Installation") (as may be more particularly set out in the specifications, plans, drawing and other documentation attached hereto or referred to herein) and to any other goods and services we supply to you.
2. These terms and conditions together with the description of the Installation set out overleaf and any specifications, plans, drawing and other documentation attached hereto or referred to herein (together the "Contract Documentation") shall constitute the entire agreement between us, shall prevail over your own terms and conditions and shall not be varied unless agreed in writing.
3. You agree that in entering into the agreement between us you shall not rely on any statement contained in any brochure, price list or sales literature or any other representation or understanding (whether oral or in writing) which is not included or referred to in this document. For the avoidance of doubt however you may rely on any quote given to you during the period of 30 days prior to you placing an order with us.
4. No order submitted by you shall be accepted or deemed to have been accepted by us unless we have acknowledged it in writing and (unless otherwise confirmed in writing) the price payable in respect of the Goods will be as set out overleaf (the "Goods Price") and is EX WORKS INCOTERMS 2000. The price payable in respect of the Services is also set out overleaf (the "Services Price") and the Goods Price and the Services Price (together the "Price") shall be exclusive of all duties and taxes of whatsoever nature including Vat. We shall invoice you for the Price on or at any time after delivery of the Goods and unless otherwise agreed in writing it shall be payable within Net monthly account – Payment due on the last day of the month following the one in which the invoice is dated. Where relevant, you shall pay our reasonable charges for delivery to the delivery address in addition to the Price.
5. Prices are specific to the quantities quoted. A variation in the quantity may affect prices.
6. We may increase the Price to reflect any reasonable increase in our costs which is beyond our control (such as the cost of material or labour required in the Installation) or which is caused by any change to estimated delivery dates, quantities or specifications of the Goods and/or Services requested by you or any delay caused by you.
7. You shall not be entitled to deduct any amount from the Price by way of set off or counterclaim or for any other reason unless we have agreed the amount of any such deduction in writing.
8. If you do not pay the Price in full and in cleared funds by the Due Date then, in addition to our other rights, we shall be entitled to cancel the agreement between us and/or suspend the further provision of goods or services to you and/or charge you interest on the outstanding amount at the rate of 2% per month or part of a month or if lower, such other rate as allowed by law, and this rate shall apply both before and after the issue of any legal proceedings.
9. Any dates given for delivery of the Goods and the provision of the Services are estimates only and we shall not be liable to you for any reasonable delay in such delivery or provision however that delay is caused.
10. Each delivery of Goods or separate period during which Services are to be provided shall constitute a separate contract and our failure to deliver or provide any one or more of the such instalments in accordance with the Contract Documentation or any claim by you in respect of any one or more instalments shall not entitle you to terminate the contract as a whole.
11. If we fail to deliver the Goods as a result of which we are deemed by any competent authority to be liable to you, our liability shall be limited to the excess (if any) of the cost to you in the cheapest available market of replacement goods.
12. The carriage charge stated is applicable to one delivery. Split deliveries may incur additional carriage charges. You must advise if there is restricted access as the delivery may be on an articulated vehicle. In the event of unsuitable access, we reserve the right to invoice for any additional charges incurred. We also reserve the right to invoice for any additional charges incurred if adequate offloading equipment is not available on site when the goods are delivered. Carriage charges quoted are for delivery within 'Mainland England' (excluding Cornwall) and may be higher for other areas. Deliveries will be made between the hours of 07:00 and 18:00.
13. If you are a consumer and have ordered Goods from us remotely (i.e. by telephone or email), you have a legal right to cancel the contract provided you notify us within 14 days after delivery. This means that if you change your mind or decide for any other reason that you do not want to receive or keep the Goods, you can notify us of your decision to cancel the contract and receive a refund.
14. If you exercise your right to cancel under clause 13 above, you must return the Goods to us at your own cost. You must either post them back to us at Geosynetics Limited, Fleming Road, Harrowbrook Ind Est, Hinckley Leicestershire LE10 3DU or (if they are not suitable for posting) allow us to collect them from you. If we are collecting the product from you, we will charge you the direct cost to us of collection.
15. If you are a consumer and have ordered Services from us remotely (i.e. by telephone or email), you have a legal right to cancel the contract provided you notify us within 14 days after we have confirmed we accept your order. This means that if you change your mind or decide for any other reason that you do not want to receive the Services, you can notify us of your decision to cancel the contract and receive a refund. However, if we have completed the Services, you cannot change your mind and if we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
16. If you want to exercise your right to cancel under clause 13 or clause 15, please contact us by email at sales@geosyn.co.uk or by telephone on 01455 617 139 and we shall provide you with a cancellation form.
17. You will be deemed to have inspected and accepted the Goods 14 days after delivery. You agree to inspect and test the Goods prior to the completion of the Installation and your right to reject the Installation will be lost 30 days after we complete the Installation or if you alter or damage the Goods. If you reject the Installation within 30 days of completion, you must notify us immediately by telephone or fax and we will have the right to either repair or replace the Installation within a reasonable time at our sole discretion.
18. You will ensure that at the date of the commencement of the Installation you have adequate public liability insurance for the site of the Installation. This insurance must cover any injury suffered by our employees whilst providing the Services on your premises. You will further ensure that all relevant planning permissions, consents and other regulatory requirements are complied with.
19. You will allow our employees and agents such access to the site of the Installation as necessary to allow us to carry out the Installation. You will also allow our employees and agents access to such utilities including without limitation water and electricity supplies as is necessary to allow us to carry out the Installation.
20. You will be responsible for arranging and covering all costs in relation to the removal and disposal of waste from the site of the Installation.
21. Risk of damage to or loss of the Goods shall pass to you at the time of delivery or when we have tendered delivery.
22. The Goods shall remain our property until you have paid in cleared funds all sums owing to us in full both in respect of the Goods themselves and in respect of any other account or debt howsoever arising.
23. Returns will only be accepted on receipt of a signed Restocking / Hauilage Authorisation form, which must be received within 30 days of invoice and will be subject to a 35% restocking charge plus any return transport charges. All returned stock should be fit for resale and is subject to inspection.
24. Until all sums owing to us have been paid in full and in cleared funds you shall properly store, protect and insure the Goods against loss or damage and in the event of a relevant claim shall hold the proceeds of such insurance on our behalf as our trustees.
25. If you have not paid in cleared funds any invoice by the Due Date, or if a receiver, administrator or liquidator is appointed in respect of your business, your right to possession of the Goods shall end and we shall be entitled to terminate the agreement and you shall at your expense make the Goods available to us and allow us to repossess them.
26. You hereby grant us, our agents and employees to the fullest extent possible an irrevocable licence to enter at any time any premises where the Goods are stored to enable us to repossess or inspect them.
27. Certain of the Goods may be protected by Patent and/or trade mark registration and represent material and valuable copyright, know-how, goodwill and other intellectual property rights owned or where appropriate used on licence by us ("IPR").
28. You may use the IPR only as strictly necessary by way of incorporation of the Installation into any ongoing project or as otherwise approved by us in writing for the promotion and sale of your goods and services. You acknowledge that you have no other rights in respect of the IPR. You shall do nothing which may in any way prejudice our rights in the IPR or which may bring in to question the validity of their registration. You will not copy, modify or alter the Goods or our trademarks and you shall notify us of any actual or threatened infringement of any of the IPR.
29. You shall keep all details relating to the IPR and our business dealings, employees and other customers strictly confidential.
30. Provided that the total Price for the Installation has been paid in full and in cleared funds on or before the Due Date, we guarantee the Goods against defects in materials and workmanship to the extent only that they are the subject of a guarantee or warranty from the manufacturer of the Goods and to the extent we can enforce such guarantee or warranty against that manufacturer of the Goods. No other warranty, guarantee or other term relating to the supply and manufacture of the Goods is given and if implied by statute, common law or otherwise is excluded to the fullest extent permitted by law.
31. Any claim made by you in respect of any guarantee given under clause 30 must be notified to us within 7 days of the date of delivery or if any relevant defect or failure would not have been apparent on reasonable inspection of the component products, within 7 days after discovery of that defect or failure. If you fail to comply with the provisions of this clause we shall have no liability to you in respect of the relevant defect or failure under the terms of any guarantee.
32. Except in respect of death or personal injury caused by our negligence we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under these terms and conditions for any liquidated damages or penalty you incur as a result of any agreement with a third party for the Installation supplied by us to you or for any loss of profit or any indirect or consequential loss, damage, costs or expenses which arise out of or in connection with the supply of component products by us to you.
33. We warrant that we will use all due skill and care in providing you with the Services, in accordance with the Contract Documentation. Other than as expressly provided for in these terms and conditions no warranty, guarantee or other term relating to the provision of the Services whether implied by statute, common law or otherwise is given.
34. We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from instructions (whether given orally or in writing by way of specifications, drawings or otherwise) supplied by you which are incomplete, incorrect, inaccurate or illegible, or arising from the late arrival or non-arrival of any such instructions, or any other fault of yours.
35. We accept no responsibility and shall have no liability to you in the event of:
 - a. damage caused by your employees or third parties;
 - b. defects in the structure of the site of the Installation;
 - c. unsuitability of, defects in or damage to goods or materials provided by you;
 - d. failure by you to comply with these terms and conditions; or
 - e. any event beyond our control.
36. Except in respect of death or personal injury our entire liability in respect of the agreement between us shall not exceed the amount of the Price.
37. You shall indemnify us against any damages, losses, costs or expenses we incur in respect of any claim brought against us by a third party for any loss, injury or damage caused by the Installation in any way connected with the performance of our obligations pursuant to the Contract Documentation where such loss, injury or damage does not arise as a result of our negligence.
38. We reserve the right to assign or sub-contract any or all of the rights and obligations under these terms and conditions without your further consent to such assignment or sub-contract.
39. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the agreement between us.
40. We may waive any of our rights under these terms and conditions without prejudice to any other rights under that or other contracts.
41. If any provision of these terms and conditions (whether in part or in whole) is held by a Court or jurisdiction to be illegal, or unenforceable the remaining provisions of the Contract shall remain in full force and effect. These terms and conditions shall be governed by the laws of England.