



Conditions of Sale

Amended Jan 2023

1 - Interpretation

"Buyer" or "Customer" means the person who accepts a quotation of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company. This is also referred to as you, or your, below.

"Goods" shall mean the products, articles or items to be sold by the Company, or services provided by the Company to the Buyer.

"Company" means PrometNI LTD (registered in Northern Ireland under Company number NI687691). This is also referred to as we, us or our below.

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company.

"Contract" means the contract for the purchase and sale of the Goods.

"Special Order" means an order for Goods that are not in stock and/or is required to be specially made or obtained by the Company.

"Writing" includes email, facsimile transmission or by post addressed to the party for which it is intended.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 - Basis of the Sale

2.1 The Company shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 Only Managers and Directors of the Company are authorised representatives.

2.3 Our employees or agents are not authorised to make any representations concerning the Goods unless confirmed by us in Writing. In entering into the Contract you acknowledge that you does not rely on, and waive any claim for breach of, any such representations which are not so confirmed.

2.4 Any advice or recommendation given by us or our employees or agents to you or your employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by us is followed or acted upon entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.

2.6 Any manufacturer part numbers we provided are given as a reference only and no inference or implication beyond that of a useful reference tool should be taken nor is intended.

3 - Orders & Specifications

3.1 No order placed by you shall be deemed to be accepted by us until a written acknowledgement of order is issued by us or (if earlier) the Goods are delivered by us to you. No order you submit shall be deemed to be accepted by us unless submitted in writing.

3.2 All orders we take are subject to the availability of goods and materials and we reserve the right to alter the specification of, or to withdraw any item without prior notice. However any alternative materials that are used shall be of satisfactory quality.

3.3 You shall be responsible to us for ensuring the accuracy of the terms of any order (including any applicable specification) you submit, and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with its terms.

3.4 The quantity, quality and description of and any specification for the Goods shall be those set out in our quotation (if accepted by you) or your order (if accepted by us).

3.5 If the Goods are to be manufactured or any process is to be applied to the Goods by us in accordance with a specification or direction you submit, you shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any claim for infringement or alleged infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from our use of your specification or from us complying with your direction as the case may be.

3.6 We reserve the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to our specification, which do not materially affect their quality or performance.

3.7 Neither the whole nor any part of any order, whether it is an order by instalment or otherwise, may be cancelled by you except with our agreement in writing and on terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

3.8 You shall be responsible for ensuring that any product obtained from ourselves is used in the manner it has been designed and for ensuring that the products meet any necessary regulations,

certifications and standards for your particular installation. We cannot be held responsible if the products do not meet the necessary building, fire, structural or any other regulations deemed necessary by law for your particular installation.

4 - Price of the Goods

4.1 The price of the Goods shall be our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only (unless we otherwise agreed in writing). A quotation given by us does not constitute an offer and we may withdraw or revise a quotation at any time before our acceptance in writing of the order or delivery.

4.2 Unless otherwise agreed in writing all prices are net of delivery charge and VAT and shall not be subject to any discount.

4.3 We reserve the right, to increase the price of the Goods to reflect any increase in the cost to us which is due to any factor beyond our control, any change in delivery dates, quantities or specifications for the Goods which you request, or any delay caused by any of your instructions or by your failure to give us adequate information or instructions.

4.4 Unless specifically excluded in a quotation our Conditions regarding charging for carriage shall apply.

4.5 The price for the Goods is exclusive of any applicable value added tax (unless stated) or delivery charge, which you shall be additionally liable to pay to us.

4.6 Prices may be subject to change without notice. All goods quoted are subject to availability.

4.8 Small orders of profiles to be manufactured to length may be subject to a machinery setup charge. Multiple small orders may incur multiple setup fees.

5 - Terms of Payment

5.1 We shall be entitled to payment by the Buyer for the full price of the Goods at the time of order, unless a credit account has been established. No items will be manufactured until funds have cleared.

5.2 If we have granted you credit terms, the price for the Goods shall be due for payment no later than the end of the month following the date of invoice and you agree that a dispute as to any amount owed hereunder or any goods supplied hereunder will not entitle you to withhold payment of such invoice or any other amounts due.

5.3 You shall pay the price of the Goods as provided in Clause 5.2 above, and we shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to you.

5.4 The time of payment of the price for the Goods shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.5 If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to:

5.5.1. - suspend further deliveries and manufacture under any other contract with you whether made before or after this contract;

5.5.2. - cancel the contract or suspend any further deliveries to you;

5.5.3. - appropriate any payment made by you to such of the Goods (or the goods supplied under any other contract between you and us) as we may think fit (notwithstanding any purported appropriation by you);

5.5.4. - charge you interest (both before and after any judgment) on the amount unpaid, at the rate of 2 % per month above the base rate of bank of England, calculated (on a daily basis) from the date of our invoice until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Interest accrued and payable shall be compounded on the first day of each calendar month and added to the principal amount outstanding; and

5.5.5. – recover costs, including legal costs, court costs and any other cost of collection incurred by us in the recovery of the unpaid amounts from you (including accrued and all outstanding interest). The Company also reserves the right to impose an administration fee in the amount of £600 on you with regard to the recovery of costs.

5.6 Interest will be charged in the event of late payment. The Company reserves the right to charge interest at the rate equivalent to that set for the purpose of Section 6 if the Late Payment of Commercial Debts (Interest) Act 1998;

a. Calculated (on a daily basis) from the date of our invoice until payment;

b. Compounded on the first day of each calendar month;

c. Before and after any Judgement (unless the court orders otherwise).

5.7 Title of goods does not pass to the Buyer until full payment for goods is received. Goods remain the property of ProMetNI Limited until such time as payment is received.

5.8 The above Terms and Conditions apply to all Buyers, whether the party responsible for payment is a Limited Company, Personal Guarantor or Individual.

6 – Collection and Delivery

6.1 Collection of the Goods by the Customer from our premises will be at a time after we have notified you that the Goods are ready. Customers who are collecting must do so with an appropriate vehicle which a forklift truck can load, such as a flatbed truck or trailer etc. We cannot load onto car roof-racks or into the rear of cars or vans. All securing of loads to collection vehicles is the responsibility of the Customer. Customers must abide by any instructions given by our staff at the time of collection.

If the Goods are required by the Customer to be delivered by us:

6.2 Any dates quoted for delivery of the Goods are approximate only and we shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the

essence unless previously agreed as such by us in writing. We may deliver the Goods in advance of the quoted delivery date upon giving you reasonable notice.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and our failure to deliver any one or more of the instalments in accordance with these Conditions or any claim by you in respect of any one or more shall not entitle you to treat the Contract as a whole as repudiated.

6.4 If we fail to deliver the Goods for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to our delivery charge.

6.5 Where we are to deliver goods:

6.5.1. - risk of damage to or risk of loss of the Goods to be delivered shall pass to the Customer at the time of the delivery;

6.5.2. - it is the Customer's responsibility to inform us of any access restrictions for deliveries, failure to do so may result in the delivery being postponed and a redelivery charge being incurred;

6.5.3. - delivery will be as near to the place where you require delivery to be made as in our discretion a safe hard road permits, this will be at our driver's discretion. In all other circumstances we will not accept any liability for any damage caused by the vehicle or driver.

6.5.4. - you shall be responsible for the safe unloading and storing of the Goods and we shall not be liable for any damage that occurs in the course of unloading. A maximum period of one hour is allowed for the purpose of unloading each vehicle (unless we otherwise agree in writing) and if the unloading period for any reason extends beyond one hour you will be charged on a time and cost basis at our current rates; and

6.5.5. - it is the Customer's responsibility to arrange safe offloading of the goods. Where mechanical offload is unavailable or unsuitable, appropriate assistance must be provided by the Buyer to assist with manual offload. All operatives must be equipped with suitable protective clothing, gloves, boots etc. Flashings can be both sharp and heavy. Weather conditions should also be taken into account by the Customer when unloading.

6.6 If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without prejudice to any other right or remedy available to us, we may:

6.6.1 - store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage; or

6.6.2 - sell the Goods at the best price readily obtainable and (after deducting all reasonable delivery, storage, selling and administrative expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.

6.6.3 - When your goods are delivered these are sometimes delivered on a pallet with the necessary associated packaging to ensure they arrive with you in the best possible condition. We view the pallet and packaging as necessary for the protection of the goods and therefore will be a part of what is delivered to you. It is your responsibility to dispose of these items in a responsible manner when appropriate.

6.7 When taking possession of any goods you should ensure that they are stored indoors where possible; at the very least the goods should remain protected from all weather conditions whilst stored until such time as you are ready to install them.

6.7.1 - When storing flashings and associated products you should ensure they are protected from the elements in order to ensure that they remain in good condition and there is no water ingress between the sheets; Galvanised sheets should always be store indoors whilst stacked as this will help reduce the possibility of an occurrence of white rust on the goods.

7 - Risk & Property

7.1 Risk of damage to or loss of the Goods shall pass to you:

7.1.1. - in the case of Goods to be delivered at our premises, at the time when we notify you that the Goods are available for collection; or

7.1.2. - in the case of Goods to be delivered otherwise than at our premises, at the time of delivery or, if you wrongfully fail to take delivery of the Goods, the time when we have tendered delivery of the Goods.

7.2 Notwithstanding delivery and passing of risk in the Goods, or any other provisions of these Conditions, the property in the Goods shall not pass to you until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

7.2.1 The Goods; and

7.2.2 All other sums which are or which become due to the Company from the Buyer on any account whatsoever. All sums due or owing by you to us on any account have been paid.

7.3 Until such time as the property in the Goods passes to you, you shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as our property.

7.4 Until such time as the property in the Goods passes to you (and provided the Goods are in existence and have not been re sold), we shall be entitled at any time to require you to deliver up the Goods to us and, if you fail to do so forthwith, to enter upon any of your premises or premises under your control where the Goods are stored and repossess the Goods.

7.5 Our demand for or recovery of the Goods shall not of itself discharge either your liability to pay the whole of the price and take delivery of the Goods or our right to sue for the whole of the price.

7.6 If the goods are sold to a third party with valid title the proceeds of the sale are to be held on trust for our benefit.

8 - General Warranties & Liability

8.1 Subject to the conditions set out below we warrant that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship, however due to the natural elements of the product and the RAL colours supplied by the Powder companies that we sub contract to we cannot guarantee that all flashings supplies, either on a single order or over multiple orders, will be of the same colour.

8.2 We give the above warranty subject to the following conditions:

8.2.1. - we shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by you;

8.2.1. - we shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse, undue care taken when unloading and storing or alteration or repair of the Goods without our approval;

8.2.3. - we shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.4. - the above warranty does not extend to parts, materials or equipment not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as we are given by the manufacturer.

8.2.5. - we shall be entitled to claim reasonable tolerances in respect of the Goods and reserve the right to make adaptations to goods supplied by us due to technical developments. We give no condition or warranty that the Goods are fit for any particular purpose for which the customer may require them. You must satisfy yourself before ordering the goods that the goods are fit and suitable for the purpose for which you require them.

8.2.6. - we shall be under no liability under the above warranty (or any other warranty, condition or guarantee) for any installation, repair, re-installation, removal or labour cost arising from a fault with the product;

8.2.7. - the above warranty is not transferable between parties, in respect of this only the purchaser named on the sales invoice, unless otherwise stated at the time of purchase and recorded on the aforementioned sales invoice, shall only be entitled to the benefit of any such warranty or guarantee as we are given by the manufacturer.

8.2.8. – we reserve the right to offer any refund on a pro rata basis, therefore we may choose to calculate the value of the warranty remaining against the original price paid on the sales invoice.

8.2.9 Faults due to improper handling or storage of the product; or

8.2.10 any of the conditions listed in clause 8.2 above.

8.2.11 If there is any dispute over a claim, our decision is final and binding. This does not affect your statutory rights.

8.2.12 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Second hand goods are supplied on the basis that all common law and statutory warranties and conditions as to their satisfactory quality are excluded. All second hand goods must be inspected prior to use or fixing.

8.2.13 Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not you refuse delivery) be notified to us in writing within 14 days from the date of delivery. If delivery is not refused, or you do not notify us accordingly, you shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.2.14 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to us in accordance with these Conditions, we shall be entitled to replace the Goods (or the part in question) free of charge or, at our sole discretion, refund you the price of the Goods (or a proportionate part of the price), and we shall have no further liability to you. See section 9 below for full Returns Policy.

8.2.15 We shall not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, our employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by you, except as expressly provided in these Conditions.

8.3 We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

8.3.1 - act of God, war, riot, strike, lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm;

8.3.2. - acts, restrictions, regulations, of any kind on the part of any governmental, parliamentary or local authority;

8.3.3- difficulty or increased expense in obtaining labour, materials or transport, or other circumstances affecting the supply of goods or of raw materials by our normal course of supply, or the manufacture of the goods by our normal means, or the delivery of the goods by our normal route or means of delivery.

8.3.4. - the Company shall not be liable for any loss or damage whatsoever arising as a result of failure to deliver goods by any particular date, or arising as a result of any cause beyond the Company's control.

9 – Returns

9.1 The company operates a 28 day returns policy in line with the Consumer Rights Act of 2015

9.2 You must notify the company of your wish to return goods with 14 days of receipt of the goods, this must be done in writing by email to:

salesprometni@gmail.com accompanied by a copy of your proof of purchase

9.2.1 In the case of faulty/damaged goods you must accompany your email with photographs of any issues for our records.

9.3 The company will not collect non faulty goods being returned, it is the buyer's responsibility to return any non-faulty goods to the company's premises at Unit 7 Dennison Industrial Estate, Ballyclare Co Antrim BT39 9EB

9.4 Any goods the company, or representative of, agree can be returned must be returned within 28 days of the company's agreement to accept the return

9.5 Once non faulty goods are received the company will inspect the goods. Subject to the goods being returned to us on perfect re-sellable condition we will issue you with a refund. We reserve the right to withhold any refund, or part thereof, in the case of the goods being returned to us in a less than re-sellable condition

9.6 Once faulty goods are received the company will inspect the goods and investigate the issues for quality purposes and we will then issue you with a refund or replacement goods. We reserve the right to withhold any refund, or part thereof, in the case of the goods being returned in condition otherwise described and demonstrated in section 9.2.1 above

9.7 All refunds will be processed using the same method used when payment was made and will be issued with 7 days of the company's receipt of the items and proof of purchase

9.8 All non-faulty goods returned to the company are subject to a 15% re-stocking charge.

9.9 The company will only refund delivery charges for any order where the company feels it is at fault and the goods are being returned due to the actions of the company

9.10 Any items returned to the company outside of the 30 day return period and/or without advising will not be subject to the company's 30 day return policy and the company reserves the right to refuse the return of these goods

9.11 Where the buyer returns goods which were purchased using a credit card or via Worldpay/paypal the seller is entitled to deduct an additional 3% of the purchase price from the value of the refund due to surcharges incurred by the seller at the point of sale

9.12 Any goods supplied by the company as bespoke, cut to length or custom made are not subject to the above returns policy and cannot be returned at any point unless deemed faulty by the company

10 - Insolvency of Buyer

10.1 This clause applies if:

10.1.1. - you make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2. - an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets; or

10.1.3. - you cease, or threaten to cease, to carry on business; or

10.1.4. - we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and notify you accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to us, we shall be entitled to cancel the Contract or suspend any further deliveries or provision of services under the Contract without any liability to you, and if goods have been delivered or a service provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11 - Cancellation of special orders

11.1 In the event that the Buyer cancels a special order (being an order for Goods that are not in stock and/or is required to be specially made or obtained), we the Company reserve the right to charge 100% of our full costs up to the time of receipt of your written cancellation.

12 - Notice

12.1 A notice served under these Conditions:

12.1.1 - shall be in writing;

12.1.2 - shall be signed by or on behalf of the party giving it;

12.1.3 - shall be sent for the attention of the person, and to the address or email, provided by the Buyer or the Company (or such other address, email or person as the relevant party may notify to the other parties).

12.2 A Notice shall be:

12.2.1 - delivered personally; or

12.2.2 - sent by email; or

12.2.3 - sent by commercial courier; or

12.2.4 - sent by pre-paid first-class post or recorded delivery.

12.3 A notice or any other communication given in connection with these Conditions is deemed to have been received:

12.3.1 - if delivered personally, at the time of delivery; or

12.3.2 - in the case of email, on the same business day or 9am the next day; or

12.3.3 - if sent by commercial courier, at the time of signature of the courier's delivery receipt; or

12.3.4 - in the case of pre-paid first class post or recorded delivery, (9.00 am) on the second Business Day after posting.

13 - Dispute Resolution

13.1 If a dispute arises out of or in connection with these Conditions or the performance, validity or enforceability of it (Dispute) then, except as expressly provided in these Conditions, the parties shall follow the dispute resolution procedure set out in this clause:

13.1.1 - either party shall give to the other written notice of the dispute, setting out its nature and full particulars, together with relevant supporting documentation. On service of the dispute notice both you and ourselves shall attempt in good faith to resolve the dispute.

13.1.2 - if the Buyer and Company for any reason unable to resolve the dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the Law society mediation services. Unless otherwise agreed between the parties, the mediator shall be nominated to Solve. To initiate the mediation, a party must serve notice in writing. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.

14 – Your information

14.1 - When making a purchase/enquiry through our website www.prometni.co.uk we collect and process personal information about you, including to administer and process your order, and to provide the Products. Further information on the manner in which we process personal information is set out in our Privacy Policy, a copy of which is available on our Website.

Information given at the time of purchase may be used for marketing purposes. If you wish to “opt out” of marketing please write to us at:

General Manager, Prometni Ltd, unit 7 Dennison Industrial Estate, Ballyclare, Co Antrim BT39 9EB

15 - General

15.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

15.2 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

15.4 All Information on our website and given by our sales team is for guidance only.

15.5 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and NI and the parties submit to the jurisdiction of the Courts.

16 – Samples

16.1 Samples submitted for approval to be accepted as showing general character and substance only. Equality of the bulk in colour, size or shape cannot be guaranteed.