

Terms & Conditions of Purchase & Sale

The following terms and conditions ("the terms") apply to the purchase and sale or delivery of the goods ("the goods") between Redpath Recycling Ltd ("RR") and the supplier of the goods ("the supplier") or ("Purchaser") as set out below.

1. RISK AND TITLE: Upon RR taking possession of the Goods, title to and risk in the Goods will pass to RR. Upon RR releasing the Goods to a purchaser then it is a condition of sale that title to the goods remain with RR until paid in full by the Purchaser.
2. PURCHASE PRICE: The purchase price of the Goods will be agreed between the parties and in the absence of any such agreement, will be the market price for the Goods as determined by RR at its sole discretion.
3. CONDITION OF GOODS: The Supplier warrants that the Goods are of merchantable quality, free from defects, fit for purpose and in accordance with any specifications agreed to between RR and the supplier. The supplier further warrants that the Goods are legally theirs to sell and free from any security or guarantee interests to any third party.
4. PAYMENT TERMS (Account): Unless otherwise addressed in a specific supply agreement between RR and Supplier/Purchaser, where the Supplier/Purchaser elects to invoice RR for the goods supplied, RR will make payment within 28 days from the RR receives a valid invoice from the Supplier with respect to the Goods supplied to RR. The Supplier acknowledges and agrees that it is the Supplier's obligation to issue a valid tax invoice to RR and that invoices must be submitted promptly by the Supplier after delivery of the Goods.
5. PAYMENT TERMS (Self Bill): Subject to legislation and satisfaction of identity criteria immediate payments can be made for all goods supplied to RR. In all other cases, payment will be made by RR within 28 days of presentation by the Supplier of proof of delivery of the Goods to RR.
6. Where an amount payable by the Supplier or Purchaser to RR: payment of that amount will be made by the Supplier or Purchaser to RR within 28 days of delivery of the Goods to RR, unless otherwise agreed by RR in writing.
7. Agreed Service costs & deductions: Where the Supplier has requested transport services from RR and the Supplier has agreed for RR to raise a service charge against the Supplier; payment of the service charge will be as per point 6 of these terms. Where there is sufficient value in the Goods purchased then the Supplier agrees to have these service charges credited against the value of the purchased Goods. In all cases RR will inform Suppliers of service charges in advance of order.
8. INSPECTION: Upon delivery, RR will have the right to inspect the Goods. If RR determines, acting reasonably, that the Goods have not been supplied in accordance with these terms, or agreed between the parties, then RR may give notice to the Supplier that it has rejected the Goods and the Supplier must immediately, at its own cost arrange for the collection of the Goods.
9. INDEMNITY: The supplier accepts that RR operates under the BMRA code of Conduct. RR will make all decisions in accordance with these industry standards. The supplier indemnifies RR against any liability, loss, cost or damage suffered or incurred by RR as a result of the Supplier's failure to adhere to these terms and any other agreement in relation to the supply of the Goods. Specific Site Rules, Health & Safety Policies along with RR environmental policy can be obtained upon request.