



Cash & Pro Forma Account Terms & Conditions

Version 1.0

These Terms & Conditions apply to all customers trading with Hydro Road Limited on a **Cash Account** or **Pro Forma Account** basis. By registering for an account and placing an order with Hydro Road, you agree to be bound by these Terms & Conditions.

1. Definitions

In these Terms & Conditions:

- **Company** means Hydro Road Limited (or Hydro Space Road Limited where applicable).
- **Customer** means the organisation or individual purchasing goods or services from the Company.
- **Products** means all Hydro Road products, additives, equipment, accessories and associated materials supplied by the Company.
- **Goods** include Products together with any associated documentation.
- **Order** means any purchase order, quotation acceptance or written instruction accepted by the Company.

2. Orders

All orders are subject to acceptance by Hydro Road.

A contract is formed only when Hydro Road confirms acceptance of an Order. The Company reserves the right to decline any Order at its discretion.

3. Cash & Pro Forma Accounts

A Cash or Pro Forma Account allows customers to purchase products on a payment-before-dispatch basis.

Payment must be received in cleared funds before goods are dispatched unless otherwise agreed by Hydro Road in writing.

Opening a Cash or Pro Forma Account does not constitute the granting of credit.

Customers wishing to trade on credit terms must complete a separate Credit Account Application and, if approved, will be subject to Hydro Road's Credit Account Terms & Conditions.

4. Pricing

Unless otherwise agreed in writing, all prices are:

- Exclusive of VAT or any applicable sales taxes.
- Exclusive of customs duties and import charges.
- Exclusive of transport, insurance and delivery charges.

Hydro Road Limited

Temperance House, 22 High Street, Burnham on Crouch, Essex CM0 8AA

Email: support@hydro-road.com



Quotations remain valid only for the period stated on the quotation.

5. Payment

Unless otherwise agreed in writing:

- Payment must be made in full before goods are dispatched.
- Payment must be made in cleared funds.
- Payments may be made by bank transfer or other payment methods approved by Hydro Road.

Hydro Road reserves the right to delay shipment until payment has been received.

6. Delivery

Delivery dates are estimates only and are not guaranteed.

Hydro Road shall not be liable for delays caused by transport providers, customs clearance, shortages of materials, government actions, force majeure events or any circumstances beyond the Company's reasonable control.

Risk in the Goods passes to the Customer upon delivery to the agreed delivery address or collection by the Customer or their nominated carrier.

7. Retention of Title

Ownership of all Goods shall remain with Hydro Road until full payment has been received.

Until ownership passes, the Customer shall:

- Store the Goods appropriately.
- Take reasonable care of the Goods.
- Not use the Goods as security for any debt without Hydro Road's written consent.

8. Inspection & Returns

The Customer should inspect all deliveries immediately upon receipt.

Any shortages, damage or incorrect deliveries must be reported in writing within five (5) working days of delivery.

Returns will only be accepted with Hydro Road's prior written authorisation.

Specially manufactured or blended products are non-returnable unless confirmed to be defective.

9. Product Use

Hydro Road products are intended for professional use.

The Customer remains responsible for ensuring:

- The suitability of the Product for the intended application.
- Correct design and engineering.
- Appropriate testing where necessary.
- Correct application and construction methods.
- Compliance with all applicable legislation and project requirements.

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Technical advice and recommendations are provided in good faith but do not replace the Customer's responsibility to determine the suitability of the Product for each specific project.

10. Product Warranty

Hydro Road warrants that Products supplied conform to their published specification at the time of dispatch.

No warranty is provided in relation to project performance, workmanship, design assumptions, third-party materials, weather conditions, ground conditions or applications carried out outside Hydro Road's published recommendations.

11. Limitation of Liability

To the fullest extent permitted by law, Hydro Road shall not be liable for any indirect or consequential loss, loss of profit, business interruption, loss of contracts or third-party claims. Hydro Road's total liability arising from any Order shall not exceed the invoice value of the Products supplied.

Nothing in these Terms excludes liability that cannot legally be excluded under the laws of England and Wales.

12. Force Majeure

Hydro Road shall not be liable for any failure or delay in performing its obligations where such failure results from circumstances beyond its reasonable control.

13. Intellectual Property

All intellectual property rights relating to Hydro Road products, formulations, documentation, technical literature, trademarks and specifications remain the property of Hydro Road or its licensors.

No rights are granted other than those necessary for the Customer to use the purchased Products for their intended purpose.

14. Data Protection

Hydro Road will process personal information in accordance with applicable UK data protection legislation and its published Privacy Policy.

15. Governing Law

These Terms & Conditions shall be governed by the laws of England and Wales.

Any dispute arising from these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.