

## Terms and Conditions for Selling Materials to Total Building Materials

These Terms and Conditions ("Terms") apply to any materials you ("the Seller") sell or offer to sell to Total Building Materials ("we," "our," or "us"). By selling materials to us, you agree to these Terms.

### 1. Ownership and Authority

1.1 Legal Ownership: The Seller warrants that they are the sole legal owner of all materials offered for sale and that the materials are free of any encumbrances, liens, or third-party claims.

1.2 Right to Sell: The Seller confirms they have the necessary authority to sell the materials and that they have obtained all relevant permissions to do so.

1.3 Paid in Full: The Seller affirms that the materials have been fully paid for and are not subject to any financing or hire-purchase agreements.

1.4 Disclosure of Third-Party Claims: If the materials are subject to any ongoing third-party claims, finance agreements, or are not paid in full, the Seller must disclose this information to Total Building Materials prior to sale.

### 2. Material Condition and Description

2.1 Condition: The Seller confirms that all materials offered for sale are in good, reusable condition and suitable for resale. Materials must meet our criteria for reuse, including being undamaged, clean, and safe for use.

2.2 Accurate Description: The Seller agrees to provide an accurate and honest description of the materials, including their type, condition, and quantity.

2.3 Inspection and Rejection: Total Building Materials reserves the right to inspect all materials prior to acceptance. If materials are found to be unsuitable, damaged, or non-compliant with these Terms, we reserve the right to reject them at our discretion.

### 3. Materials We Purchase

We buy only materials that meet our resale criteria. These include, but are not limited to:

- Bricks & Concrete (clean, reusable for construction or landscaping)
- Wood (timber, beams, planks in good condition)
- Roofing Materials (undamaged tiles, slates, and metal roofing)
- Doors & Windows (functional and in good shape)
- Metal (steel, aluminum, etc., suitable for recycling or resale)
- Plumbing & Fixtures (unused or gently used, in good working condition)

### 4. Selling Process

4.1 Contact Us: The Seller contacts us to provide details of the materials available for sale.

4.2 Material Assessment: Our team will assess the materials to determine if they meet our criteria for resale. We may contact the Seller for more details or to arrange for an inspection.

4.3 Pickup or Drop-off: Once the materials are accepted, we'll arrange for either pickup from the Seller's location or a convenient drop-off point. Costs for transportation may apply.

4.4 Payment: Once the materials are evaluated and confirmed suitable for resale, we will offer a fair price based on the condition and market value of the materials. Payment will be made promptly after the transaction is completed.

### 5. Pricing and Payment

5.1 Fair Pricing: Total Building Materials offers competitive prices for materials that meet our resale standards. The price offered will reflect the market value and the quality of the materials.

5.2 Payment Terms: Payment will be made using the method agreed upon with the Seller (e.g., bank transfer, cheque) once the materials are accepted for resale. The Seller agrees to provide accurate payment details.

### 6. Recycling and Re-Selling

6.1 Sustainability Focus: The materials will be sorted, processed, and either resold or recycled in an environmentally responsible manner. We aim to minimise waste and contribute to a circular economy by reusing materials wherever possible.

### 7. Indemnity and Liability

7.1 Indemnification: The Seller agrees to indemnify and hold harmless Total Building Materials, its directors, and employees from any claims, damages, or losses arising from a breach of these Terms, including any third-party claims related to the ownership or authority to sell the materials.

7.2 Limitations of Liability: Total Building Materials is not liable for any indirect, special, or consequential damages arising from the sale or recycling of materials, nor for any loss of profits.

### 8. Compliance with Laws

8.1 Legal Compliance: The Seller warrants that they comply with all applicable laws and regulations, including but not limited to the Waste Management regulations, environmental laws, and other UK-based legislation governing the sale and recycling of materials.

8.2 Documentation: The Seller agrees to provide any required documentation to verify the origin of the materials upon request.

### 9. Right to Reject Materials

9.1 Rejection: Total Building Materials reserves the right to reject any materials at any stage of the process if they are found to be unsuitable, damaged, or non-compliant with our criteria.

9.2 Return of Rejected Materials: If materials are rejected, the Seller may be asked to remove them at their own expense. If pickup services were provided, we may charge a fee for the return of the materials.

### 10. Force Majeure

10.1 Exemption from Liability: Total Building Materials will not be liable for any delays or failure to perform due to events beyond our reasonable control, including but not limited to natural disasters, strikes, or issues with transport or suppliers.

### 11. Amendments to Terms

11.1 Updates: Total Building Materials reserves the right to amend or update these Terms at any time. Any changes will be communicated to the Seller, and the updated Terms will apply to all future transactions.

### 12. Governing Law and Jurisdiction

12.1 Governing Law: These Terms are governed by and construed in accordance with the laws of England and Wales.

12.2 Jurisdiction: Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

### 13. Acknowledgment

By selling materials to Total Building Materials, the Seller acknowledges and agrees to these Terms and Conditions.

call us today: 01903 766212 | email: [sales@totalbuildingmaterials.com](mailto:sales@totalbuildingmaterials.com) | Whatsapp: 07709 143537

Your TOTAL solution for building products, the modern merchant with traditional values

