



TERMS AND CONDITIONS OF SALE

1. Goods are offered as being unsold when the order is received.
2. Sales 'TO ARRIVE' are subject to goods being shipped and their safe arrival.
3. For goods sold 'TO ARRIVE' delivery instructions must be given for them to be carried out at the time of arrival of the goods in the United Kingdom. Otherwise instructions must be given at the time of purchase. In the absence of such instructions or if ordered by the Buyer to transport of any kind and the Buyer fails to provide same when the goods are available, the Sellers may act as they in their absolute discretion consider necessary, to clear the goods and recover from the Buyer all expenses thereby incurred. Failure to collect/accept delivery within one month of goods becoming available shall entitle the Sellers to invoice the goods.
4. Goods are sold per specification as imported. All goods sold on landed terms are sold as inspected and approved by the Buyer and thereafter the Buyer shall have no right to reject any part of the goods in respect of their quality or to repudiate the Contract in any circumstances whatsoever.
5. Where any time for delivery is stated this is only an indication offered in good faith and not a guarantee. The Sellers accept no responsibility for loss or damage of any kind whatsoever arising out of delayed delivery.
6. (a) Any increased insurance premium or excess freight payable or any charge, tax or duty on the goods shall be payable by the Buyer including any increased expenses occasioned by war, or threat of war, Government action or legislation or by any other contingencies.
(b) If any contract(s) made by the sellers to procure the goods provides for variation of price(s) or for the cancellation of such contract(s) in the event of alteration in rate(s) of exchange or the like and if by virtue of such provision either the price of any of the goods to be paid by the sellers or the sterling equivalent thereof, is varied or if the contract(s) is cancelled, then the price(s) of such goods under this contract shall be varied by an equivalent amount or the Sellers at their option shall have the right to cancel this contract by notifying the Buyer in respect of any goods not delivered to the Buyer at that date without any liability to the Sellers.
7. If after the making of any contract there should be a rise in the cost of labour, transport, kilning or any other service necessary for the performance of this contract or in the cost of materials, a reasonable adjustment shall be made to the contract price.
8. In all contracts with the Sellers for the processing of goods, all conditions and warranties expressed or implied, statutory or otherwise are hereby excluded. The Sellers' liability shall in no



circumstances exceed the invoice charge rendered by the Sellers for any piece(s) alleged to be defective.

9. CREDIT TERMS

- (a) Deliveries are subject to credit approval by the Sellers. Payment is due on or before the last day of the month following the month of delivery except where indicated on the quotation, acknowledgement of order or invoice. Interest may be charged on overdue accounts, at the rate of 2% above the Unsecured Overdraft Rate for the time being charged by the Sellers' Bank.
- (b) If the Buyer shall fail to pay to the Sellers any monies due, the Sellers shall be entitled to withhold delivery of any goods due to be delivered to the Buyer.
- (c) At any time before the delivery of the goods, the Sellers may notify the Buyer that payment is required prior to such delivery and the sellers shall be entitled to withhold delivery until payment is made.

10. PRICES

- (a) The prices of goods or materials quoted by the Sellers are firm, subject to Clauses 6 (a) & 6 (b), only where specifically stated in writing and only during the period of validity given. Otherwise, the Sellers reserve the right to increase any price quoted without notice.
- (b) **Value Added Tax.** All prices of goods, materials, or services supplied or rendered by the Sellers shall be increased (whether or not they have been stated specifically as firm) by the amount of Value Added Tax or Sales Tax chargeable. If the prices are stated to be inclusive of Value Added Tax or Sales Tax, any increase or decrease in the rate of tax at the date of invoice/delivery will be passed on to the Buyer by the Sellers.

11. Goods are not tested or sold as fit for any particular purpose any terms, warranty or condition express, implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Sellers' liability to the Buyer arising under/out of this contract or the goods supplied hereunder exceed the invoice price of the particular piece(s) concerned. The Sellers shall be under no liability for loss or damage or delay whatsoever caused by circumstances outside their control.

12. Until the Seller has been paid in full for the goods comprised in any sale contract.

- (a) The goods comprised in such contract shall remain the property of the Seller although the risk therein shall pass to the Buyer when the goods are collected by or delivered to the Buyer.
- (b) The Seller may recover those goods at any time from the Buyer if in his possession if the amount outstanding from the Buyer to the Seller in respect of goods supplied shall remain unpaid and for this purpose the Buyer shall keep the goods separate and identifiable and the Seller its servants and agents may enter upon any land or building upon any land or building upon which the goods are situated.



(c) The Buyer has the right to resell the goods in the course of his business for the account of the Seller (but any warranties conditions or representations given or made by the Buyer to any Third Party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto) and to pass good title to the goods to his customer being a bona fide purchase for value without notice of the Sellers rights. Nothing in this condition shall constitute the Buyer as the agent of the Seller for the purpose of any such sub sale.

(d) In the event of such resale the buyer has the fiduciary duty to the Seller to account to the Seller for the proceeds but may retain therefrom any excess of such proceeds over the amount outstanding under any sale contract between them.

(e) Nothing in this condition shall confer any right upon the Buyer to return the goods sold hereunder or to refuse or delay payment therefore unless otherwise agreed.

(f) Notwithstanding and without prejudice to the preceding provisions of this clause the Seller may at his sole option and at any time by notice in writing to the Buyer transfer the property in the goods to him.

(g) Payment in full to include irrevocable transfer of settlement including any interest due or deemed due from the Buyer as deemed by the Seller.

13. If the fulfilment of any contract by the Sellers is at any time prevented or interfered with by hostilities or by the consequences thereof, or by any Government interference with the normal course of business or by any other cause of whatever kind, the Sellers may by notice in writing to the buyer, suspend or cancel the contract in respect of all or any goods then undelivered, without liability.

14. Should any dispute arise under a contract none of the goods shall be rejected nor shall payment for them be refused. Notices of any claims in connection with the contract must be given in writing to the Sellers within seven working days from the date when the goods are collected or delivered failing which all claims shall be deemed to be waived and absolutely barred. The Sellers shall be under no liability for shortage unless within three working days of delivery the Buyer gives notice of claim to the carrier. The Sellers shall be under no liability whatsoever if bulk is broken, pending settlement of any claim.

15. Any dispute under or arising out of an agreement shall be referred to arbitration by a single arbiter to be mutually chosen, or in the absence of agreement, to be appointed by the President, whom failing the Vice-President for the time being of the Timber Trade Federation of the United Kingdom.

16. Unless otherwise stated, quotations are open for acceptance within seven days of the date thereon. Quotations not accepted within seven days are subject to revision at the Sellers' option.



17. These conditions shall in all circumstances take precedence over and exclude all conditions imposed or sought to be imposed by the Buyer whether or not these are known to the Sellers at the time to the quotation / contract.

18. METRIC / IMPERIAL MEASURE

Notwithstanding goods being sold in either metric or imperial measure, the Sellers shall have the option to supply and charge for said goods in either imperial or metric sizes in the nearest equivalent thickness, surface dimensions width and length as shown in the conversion tables published by the Timber Trade Federation, all being subject to normal manufacturing tolerances.

All goods offered subject to being available on receipt of order and to our standard terms and conditions of sale.

NOTE: All agreements shall be deemed to have been made in Scotland and their construction, validity and performance shall be governed in all respects by the Law of Scotland. We reserve the right at any time and without prior reference to amend, adjust or withdraw any item(s) or price(s) contained in our published price list.