

TERMS & CONDITIONS OF SALE

1. INTERPRETATION

In these Terms and Conditions the following words shall have the following meanings

“The Seller” shall mean Wingham Timber

“the goods” shall mean the goods including any instalment of the goods or any parts of them which the Seller is to supply in accordance with these Conditions

“the Buyer” shall mean the person who accepts a quotation of the Seller for the sale and Goods or whose order for the Goods is accepted by the Seller

“the Conditions” means the Standard Terms and Condition of sale set out in this document unless the context otherwise requires includes any special items and condition agreed in writing between the Buyer and “the Contract” means the Contract for the purchase and sale of the Goods

“Writing” includes telex, cable, facsimile transmission and comparable means of communication

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

2. BASIS OF SALE

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation of the Seller which is accepted by the Buyer or any order of the Buyer which is accepted by the Seller subject in either case to these which shall govern the Contract to the exclusion of any other terms and condition 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.

No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller.

The Seller’s employees or agents are not authorised to make any representation concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on and claim for breach of any such representations which are not so confirmed.

Any advice of representations given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the Goods which is not confirmed in writing by the Seller is followed upon entirely at the Buyer’s own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

Any typographical, clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document issued by the Seller shall be subject to correction without any Of the Seller.

3. ORDERS AND SPECIFICATION

No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss costs including the cost of all labour and materials used) damages, charges and expenses incurred by the Seller as a result of the cancellation.

4. PRICE OF GOODS

The price of the Goods shall be the Seller’s quoted price. All prices are valid for 7 days only or until earlier acceptance by the Buyer after which time they may be altered by the Seller without giving notice to the Buyer.

All prices quoted are exclusive of VAT where applicable

The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller without limitation any foreign exchange fluctuation currency regulation alteration of duties significant increase in the costs of labour materials or other costs of manufacture and insurance and exchange in delivery date ... specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5. TERMS OF PAYMENT

Payment shall be made on or before the date fixed in accordance with the terms agreed between the Buyer and Seller for the operation of the account between them and shall be made without set off or other deduction Discount to which the Buyer is entitled.

Subject to the agreement in writing by the Buyer and the Seller the Seller can invoice the Buyer on or before delivery of the Goods. If the goods are to be collected by the Buyer the Seller can invoice the Buyer after the Seller has Buyer that the Goods are ready for collection.

If the Buyer fails to make any payment on the due date then “without prejudice” to any other rights or remedy available to the Seller the Seller shall be entitled to cancel the Contract and suspend further deliveries to the Buyer ... interest both before and after any judgment on the amount unpaid at the rate of 4% above the interest rate of Barclays Bank Plc for the time being in force until the date of payment.

Any sums payable by the Seller to the Buyer on any account may at any time be offset by the Seller against any sums payable by the Buyer to the Seller.

6. DELIVERY

Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller’s premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or if some other place for delivery as Seller by the Seller delivering the Goods to that place.

Any dates quoted for the delivery of the Goods are approximate only and the Seller 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 by the Seller in writing. The goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

Where the goods are to be delivered in instalments each delivery shall a separate contract and failure by the Seller to deliver any one of more of the instalments in accordance with these Conditions or any claim by the ... respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as

If the Buyer fails to take delivery when tendered the Seller shall be entitled to treat such failure as a Of the Contract and may “without prejudice” to its other rights accept such repudiation without notice as termination ... opinion charge storage charges at the current rate applied by the Company.

If the Buyer collects the Goods his vehicle shall be equipped with sufficient To enable By forklift truck. The Buyer shall be safely responsible for the same weight and positioning of any ... on his vehicle and shall Fully the Seller against any claims or actions arising there from.

7. RISK

Risk of damage to or loss of the Goods shall pass to the Buyer:

In the case of Goods to be delivered at the Seller’s premises at the time when the Seller notifies the Buyer that the goods are available for collecting ..

In the case of Goods to be delivered otherwise than at the Seller’s premises at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods the time when the Seller has rendered delivery of the Goods

8. TITLE RETENTION

Until the purchase price of the Goods or work in this or any other entered between the Buyer and the Seller and all other which are or may become outstanding from the Buyer to the Seller shall leave or satisfied in full (if by cheque then only upon clearance)

The property in the Goods remains vested in the Seller notwithstanding the delivery of the same and the passing of the risk therein.

The Buyer shall store the goods in such a way that they can readily be identified as being the Seller’s property.

The Buyer shall on request inform the Seller of the precise location of each item of the Goods identified where applicable by its serial number, by supplying the seller as its expense with seven days of the request ... schedule of the said locations.

The Buyer may sell the goods in the ordinary course of business in the name of the Buyer as principal and ... as agent for the Seller on the following conditions:-

The Seller shall be entitled, immediately as a result of his ownership of the Goods to the beneficial ownership of the proceeds of such sale which the Buyer shall accordingly hold as For the Seller.

The Buyer shall account to the Seller on demand with the said proceeds of sale provided that no such demand shall be made by the Seller in the absence of the Seller having reasonable cause to believe that the Buyer defaults in making payment for the Goods on the terms contained herein.

The Seller shall be entitled to make a claim directly against the Buyer's customer for any purchase monies unpaid by such customer provided that no such claims shall be made by the Seller in the absence of having reasonable cause to believe that the Buyer might default in making payment for the Goods on the terms contained herein.

The Seller may at time revoke the Buyer's said power of sale in the circumstances set out in Clause 5.3 of the 4se Conditions.

The Buyer's power of sale shall automatically cease in any of the circumstances set out in Clause 10 of these conditions.

The Buyer shall notify the Seller without delay of any Of the Goods or By third parties which might infringe the Seller's sale to the Goods.

Upon determination of the Buyer's power of sale the Seller shall be entitled by itself as servants or agents to enter upon any of the Buyer's premises for the purpose of removing and such Goods or their ...sale and the Seller shall be entitled to claim from the Buyer the costs and expenses incurred by the Seller in said ancillary to the process of such removal and

Until title of the Goods has passed to the Buyer, the Buyer shall not purport to be owner of the Goods and shall not show such Goods as stock in its accounts.

The Buyer shall insure the Goods against theft or damage howsoever caused until their price has been paid or until sale whichever sale shall occur and the Seller shall be entitled Call for details of the insurance.

If the Buyer shall not insure the Goods or shall fail to supply details of its insurance policy on demand to the Seller the Buyer shall reimburse the Seller for the cost of any insurance which the Seller may reasonablyrespect of any of the Goods during the whole or any part of the period from the date of delivery of the Goods until the date of payment of their full purchase price.

Noting in these conditions shall:-

Entitle the Buyer to the return the Goods or to delay payment therefore or

Constitute or be deemed to leave constituted the Buyer as the Seller's agent or

Render the Seller liable to any third party for any unauthorised representation or warranty made or given by the Buyer to such third party in relation to the Goods

Prevent the Seller from maintaining an ... for the price notwithstanding that the property in the Goods may not have passed to the Buyer.

9. LIABILITY AND WARRANTIES

Except where the Buyer is a person dealing as a consumer (within the meaning of the Unfair Contract Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded in the fullest by law.

Any claim by the Buyer under the Contract shall be notified to the Seller within 7 days from date of delivery except in the case of alleged shortage or damage on delivery in which case such claim shall be notified within 3 days of ...

The Seller shall not be liable to the Buyer in contract or or otherwise for more than the invoice price of the Goods to which the claim relates.

Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer for any consequential loss or damage, whether for loss of profit or otherwise, costs expenses or otherconsequential compensation whatsoever (and whether By negligence of the Seller its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer as expressly provided in these conditions.

The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods, if the delay or failure to any ...beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's control:-

Act of God, explosion, flood, Fire or accident.

War or threat of war, sabotage, insurrection, civil disturbance or requisition.

Act, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

Import of export regulations or counterpart.

Strikes, lock-outs or other industrial Or trade disputes (whether involving employees of the Seller or of a third party).

Difficulties in obtaining new materials, labour, fuel, part or machinery.

Power failure or breakdown in machinery.

In no circumstances shall the Seller be under any liability whatsoever if is broken pending settlement of any claim or where the goods collected or delivered include plywood or particle Are not produced with the Goods for inspection by the Seller.

If the Seller arranges processing of goods by a third party on behalf of the Buyer such processing will be carried out under the standard terms and conditions of the Third Party (copies available on written requests)and entirely at the own risk and cost.

10. INSOLVENCY OF THE BUYER

This Clause applies if

The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual firm) becomes bankrupt or (being a company) goes into liquidation (otherwise ... purposes of amalgamation or reconstruction) or

An encumbrance takes possession or a receiver is appointed of any of the property or trustees of the Buyer or

The Buyer ceased or threatens to cease to carry on business or

The Seller reasonably comprehends that any or the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

If this Clause applies then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer the Goods have been delivered but not paid for the price shall become immediately ... and payable notwithstanding any previous agreement or arrangement to the contrary.

11. GENERAL

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

Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either part President for the time being of the Law Society.

Where these Conditions any way conflicts with any which the Buyer has purported to purchase the Goods then the provisions of any such terms of the Buyer shall be ineffective so far as they are with these Conditions

If it is agreed that the Goods be The Seller may arrange for such processing to be performed by a Third Party and such The operation shall be carried out under the standard terms and conditions of the third party

The contract shall be governed by the Laws of England