

TERMS AND CONDITIONS

1. Definitions

- "Buyer" Means the person or firm or company placing an order for the goods.
"The Contract" Shall mean an order placed by the buyer for the supply of goods and accepted by the seller.
"Goods" Means the goods which are the object of this contract.
"Total Goods" Means:

- 1) the Goods and
- 2) the goods which are the object of any contract previously entered or which will be entered between the Buyer and the Seller under which contract the Seller has supplied or will supply goods to the Buyer in consideration of a sum of money paid or payable by the Buyer to the Seller

2. Contract

Orders placed by the buyer by telephone must be confirmed in writing within 24 hours and the seller shall not be bound to supply goods or otherwise committed in any way until it has accepted such offer expressly or impliedly by delivering the goods.

3. Application

These terms and conditions shall, subject to any alternative terms agreed to in writing by the company, govern all contracts to the exclusion of any other purported terms and conditions, whether of the buyer or otherwise, and no modification or variation shall be binding on the Seller unless in writing signed by a duly authorised officer or the Seller.

4. Specification

All information as to the size, density or quantity of goods given in any quotation on price list of the seller and expressly referred to by the buyer in an order is intended as an approximate indication only.

5. Orders

Where goods are ordered for delivery by instalments, each instalment shall be deemed to constitute a separate contract provided that the seller may treat any material breach by the buyer of any such contract as repudiation of that particular contract and, at its option, of each subsequent contract relating to such instalments.

6. Alteration and Cancellation

The buyer shall, in addition to the price payable for the goods, indemnify the seller against all expenses and costs incurred by the seller as a result of:

- a) Alteration by the buyer to the specification of the goods or otherwise to the terms of any contract, or
- b) Cancellation by the buyer of any contract, or
- c) Delay in receiving instructions requested by the seller under a contract, or
- d) Non-Acceptance of goods.

7. Delivery Date

Any delivery date(s) specified by the seller are approximate only and whilst every effort will be made by the seller to deliver goods on the specified date(s) failure to do so shall not be deemed a breach of the contract and the seller accepts no liability whatsoever for any expenses or loss (consequential or otherwise) arising from any delay in delivery.

8. Buyer's Status

The seller reserves the right to refuse to deliver goods or execute a contract if the arrangements for payment or the buyer's credit is not satisfactory to the seller.

9. Packing

Goods will be packed at the seller's absolute discretion.

10. Delivery

- a) Unless otherwise specified expressly in the contract the seller shall deliver goods to the buyer by making the same available for collection by the buyer or the buyer's agent on the date(s) and at the seller's premises specified in the contract. The buyer shall be responsible for collection and carriage of the goods and immediately on delivery to the buyer or to a third party on its behalf all risk of loss or damage to and/or by the goods shall pass to the buyer.
- b) All goods must be examined by the buyer at the time of delivery. The signing of a delivery note shall be conclusive evidence as to his acceptance of the goods which are in order, undamaged and correct as to quality specification. The seller shall not be liable in any way for any discrepancies, shortages, or incorrect specifications, quality or otherwise, unless the same are noted clearly on the delivery documents by the buyer upon receipt.
- c) If by specific agreement goods are to be delivered by the seller to the buyer's premises at destination risk shall pass on delivery but the buyer shall pay an additional charge to the seller to cover the cost of carriage and insurance of the goods whilst in transit.

Goods so delivered will be examined by the buyer at the time of delivery and any breakages or shortages must be notified in writing to the seller and the carrier nominated by the seller, within five business days of delivery. If the buyer fails to observe these provisions it will be deemed to have accepted the goods in good order and condition and the Seller will accept no liability in respect thereof.

- d) Without prejudice to any other rights hereunder the seller may cancel any contract where the goods are not collected within 21 days of the specified delivery date.

11. Liability

- a) Every endeavour is made to supply goods of sound workmanship and materials but no guarantee, warranty or condition, statutory or otherwise is given or to be implied as to the soundness, workmanship or merchantable quality of goods or their fitness for any particular purpose. In particular the seller cannot guarantee or warrant that the goods are suitable for any particular process to be applied by the buyer, whether specified in the order or not.
- b) The seller shall not be liable for non-delivery, damage or delay caused by inevitable accident or any industrial action, trade dispute, government action, act of God or other force majeure or any circumstances outside the seller's control, including shortages in stocks of timber or other materials. The seller shall not in any event be liable for any indirect or consequential loss or damage arising thereunder.

12. Property of Goods

- a) The seller shall remain the owner of the Goods until the seller has received in full all payments therefor or the buyer sells the same in accordance with sub-clause (d) and subject thereto the risk of loss, damage or destruction to the Goods shall pass to the buyer upon delivery. If the price is payable by instalments or part only of the price has been paid to the seller, the seller may appropriate payment to any item or items of the Goods which have been delivered to the buyer and ownership of the relevant item(s) shall thereupon pass.
- b) The Buyer shall at all times during which the Seller remains the owner of the Goods, or is the owner of any of the Total Goods pursuant to clause 12 c) below, hold such goods as bailee and store such goods separately from items purchased from other suppliers and clearly labelled as the property of the Seller. On or at any time after any sum owed by the Buyer to the Seller, under this contract or any other past or future contract, is not paid in full on the due date or on the appointment of an administrator, administrative receiver, liquidator, trustee in bankruptcy, or an LPA or fixed-charge receiver in respect of the Buyer, the Seller shall be entitled at any time(s) to enter upon the premises of the Buyer and/or any other place in which such goods may be to repossess all such goods as are owned by the Seller by reason of the terms of clause 12 herein.
- c) Upon the price which is payable for the Goods not being paid in full on the due date, ownership of so much of the Total Goods as are in the Buyer's possession shall be transferred to the Seller (subject to clause 12(a) above under which ownership in the Goods is retained by the Seller) and the Seller may, in the alternative to exercising its rights of appropriation under clause 12(a) above, appropriate such payment as has been made under this contract to any item or items of the Total Goods as are in the Buyer's possession, and ownership of the relevant item(s) shall thereupon re-pass to the Buyer.
- d) The seller grants to the buyer the rights as the seller's agent to sell the Goods owned by the seller on the buyer's normal business terms as to price and condition. Immediately upon such sale, ownership in such Goods shall pass to the buyer, but the price paid to the buyer shall be received by it as agent of the seller subject to a right for the buyer to retain for its own account any excess between the sums received by the buyer on such sale and the price payable to the seller under the contract.

If on the date of sale the buyer is not paid at least the price payable to the seller for the relevant Goods under the contract, then the buyer shall hold in trust for the seller and if the seller so requires assign to the seller the benefit (but not the burden) of any contract to sell the Goods including any right to repossess the Goods.

Notwithstanding the provisions of this sub-clause (d) the buyer shall in all transactions involving the sale of Goods contract with third parties as if it were the principal and under no circumstances shall it purport to act as the seller's agent and/or commit the seller in any way and the buyer shall indemnify the seller in full against all claims brought by any such third party against the seller in respect of the Goods.

Nothing in clause 12(d) herein shall apply to any part of the Total Goods other than the Goods.

- e) Nothing in this clause shall confer on the buyer any right to return or refuse to accept delivery of the goods sold hereunder or to refuse or delay payment therefore and this clause shall be without prejudice to the seller's rights under the contract whether to claim or sue for payment for the goods or otherwise.

13. Prices

All prices are subject to variation by the seller prior to delivery in the event of any increase in the cost to the seller of carrying out the contract including but not limited to any increases in labour or material costs, or the costs of insurance variations or in tax or alterations of exchange rates. Unless otherwise expressly stated in the contract all prices are exclusive of V.A.T.

14. Payment

- a) Payment terms are net cash on delivery unless the buyer is a recognised customer of the seller, when, at the seller's sole discretion payment may be made according to payment terms expressed overleaf. Invoices will be rendered upon delivery of the goods. If payment is not made on the due date interest will be charged at a rate of 4 per cent per annum over the bankers base rate.
- b) Any clerical errors or omissions contained in the invoice shall be rectified by the seller on discovery and notified to the buyer: such errors and omissions shall be binding on the buyer and rectification thereof shall not invalidate the contract.

15. Governing Law

This contract shall be governed and construed in accordance with the natural law of seller's country.

1st January 2009