



STANDARD TERMS AND CONDITIONS OF SALE

1. Goods are not tested or sold as fit for any particular purpose and any term warranty or condition express implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Seller's liability (in contract; tort or otherwise) to the Buyer arising under out of or in connection with this contract or the goods hereunder exceed the invoice price of the particular pieces concerned and the Seller shall be under no liability for loss or delay howsoever arising caused by circumstances outside his control.
2. If and to the extent that any person by whom the Seller has been supplied with the goods supplied hereunder (hereinafter referred to as "the Supplier") validly excludes restricts or limits his liability to the Seller in respect of the said goods or any loss or damage arising in connection therewith, the liability of the Seller to the Buyer in respect of the said goods or of any loss or damage arising in connection therewith shall be correspondingly excluded restricted or limited. If the Supplier validly excludes restricts or limits his liability to the Seller in respect of his liability of the Seller to the Buyer in connection with the said goods, then the liability of the Seller to the Buyer in respect of the said goods shall be excluded restricted or limited to the extent to which the Supplier is liable to the Seller in respect of the Seller's liability to the Buyer and no further. Any term, warranty or condition express or implied or statutory to the contrary is excluded. The Seller will, upon request, supply the Buyer with details of such exclusion restriction or limitation.
3. The legal and equitable title in all and any goods supplied by the Seller to the Buyer from time to time shall not pass to the Buyer until the Buyer has paid to the Seller all amounts due and owing from the Buyer to the Seller from time to time. If, notwithstanding that the property in the goods has not passed to the Buyer, the Buyer shall sell the goods in such manner as to pass to a third party a valid title to the goods, the Buyer shall hold the proceeds of such sale on trust to the Seller. Such proceeds of the sale shall not be mingled with other monies or paid in an overdrawn bank account, shall be at all times identifiable as the Seller's monies and shall be held to the Seller's account. The Buyer agrees that prior to the settlement of any balance due from the Buyer to the Seller, the Seller or its agents may at any time enter upon any relevant premises over which the Buyer has control and remove all and any goods supplied by the Seller to the Buyer there from and that prior to such payment the Buyer shall keep the goods separate and identifiable for this purpose. All costs incurred in doing so by the Seller and/or its agents shall be borne by the Buyer. Nothing herein shall constitute the Buyer the Agent of the Seller for the purposes of any such sub sale. Notwithstanding that property in the goods shall not pass to the Buyer save as provided above, the goods shall be at the risk of the Buyer from the time of collection by or delivery to him of the goods or upon notice by the Seller. Notwithstanding the preceding provisions of the 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.
4. Goods to be collected will be stored rent free for 14 days from the latest of the date of the Seller's contract, if issued, or invoice, if not, or any agreed date of collection or the date when notice, oral or written, is given that the goods are available, for collection if not immediately available. Thereafter the Buyer shall pay rent at the rate previously agreed or otherwise a reasonable rate which shall be deemed to be the rate charged by local warehousing facilities in the area. After the rent free period the goods shall be at the sole risk of the Buyer. If the Seller is to deliver the goods and delivery is delayed at the request of the Buyer the risk in the goods shall pass at the time of the request and rent as above shall thereafter be payable.
5. If the Buyer shall fail to make due payment of all monies due by the Buyer to the Seller on whatever account then until all such monies have been paid the Seller shall be entitled to withhold delivery of the goods or any part thereof and during such time the goods shall be deemed to be not available for collection. If the Buyer does or suffers to be done anything which might prejudice his ability to pay the full price he shall be deemed to have repudiated this contract and the Seller may without prejudice to his other rights accept such repudiation without notice as termination thereof. The Buyer shall take delivery or collect the goods within the time limit provided for under this contract in the event that he fails to do so within such limit, the Seller shall be entitled to treat such failure as a repudiation of the contract and may without prejudice in his other rights accept such repudiation without notice as termination thereof.
6. Notice of any claim arising out of or in connection with this contract must be given in writing to the Seller within 7 working days from the date when the goods are collected or delivered, failing which all claims (other than claims arising out of or in connection with defects not discoverable upon reasonable examination of the goods) shall be deemed to be waived and absolutely barred. In any event, the Seller shall be under no liability for shortage of damage in transit or for deviation, miss-delivery, delay or detention unless the Seller and the Carrier are advised thereof in writing otherwise than upon a consignment note or delivery document within 3 days and a claim is made on the Seller and the Carrier in writing within 7 days after the termination of transit as defined under the current conditions of carriage of the Road Haulage Association (in the computation of time for this purpose the following days shall not be included: England and Wales: Sunday, Good Friday, Christmas Day or a Bank Holiday; Scotland: 1st and 2nd January, Spring Holiday or Autumn Holiday. The Seller shall be under no liability whatsoever if bulk is broken pending settlement of any claim, or , where the goods collected or delivered include plywood or particle board, if the marked battens on the packages (if any) are not produced with the goods for inspection by the Seller.
7. If it is agreed that the goods be processed the Seller may arrange for such processing to be performed by a third party and in such case the operation shall be carried out on the Standard Terms and Conditions of the Third Party.
8. All sales "to arrive" shall be subject to shipment and safe arrival. Any variation in the total war risk insurance rate or of any charge tax, levy, duty or impost on the goods shall be for Buyer's account. Instructions for delivery to be given in time to enable them to be carried out upon arrival. In the absence of such instructions or it is ordered by the Buyer to rail or road transport or to craft and the Buyer fails to provide same when goods are available the Seller may take such steps as he may in his absolute discretion consider to be necessary to clear the goods and may recover from the Buyer all expenses thereby incurred.
9. If any contract(s) made by the Seller to procure the goods sold to the Buyer provides for variation of price(s) or for the cancellation of such contract(s) in the event of alteration in rate(s) of exchange and if by virtue of such provision either the prices of any of the goods to be paid by the Seller, or the Sterling equivalent thereof, is varied or the contract(s) is cancelled the price(s) of such goods under this contract shall be varied by the same amount or the Seller at his 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.
10. Any variation in the cost to the Seller of carriage and/or affecting delivery of the goods to the Buyer or in charges directly or indirectly affecting the goods which occurs after the date of the contract and prior to delivery of the goods to the Buyer shall be for the Buyer's account, save that if any contract made by the Seller to procure the goods provides for cancellation of such contract in the event of a refusal by the Seller to agree to any variation of the rate of freight, and, if by virtue of such provision such contract is cancelled then the Seller shall have the option of cancelling this contract by notifying the Buyer in respect of any goods not delivered to the Buyer at that date.
11. All terms expressed or implied, relating to the quality of goods are warranties only the breach of which gives no right to reject the goods or terminate the contract in any circumstances whatever.
12. All prices quoted are exclusive of Value Added Tax where applicable. Payment for the goods shall be made on or before the date fixed in accordance with the terms agreed between the Buyer and the Seller for the operation of the account between them, in the event that payment shall not have been made by such date the Seller shall be entitled to recover from the Buyer interest on any outstanding balance at the rate of 3% above the Bank of England's minimum lending rate for the time being in force for the period from such date until the date of payment.
13. Any provision herein set out shall, to the extent to which it would, by virtue of the Unfair Contract Terms Act 1977, be of no effect as against a person dealing as a consumer, not apply in respect of a sale to a person so dealing.
14. Where these Terms and Conditions in any way conflict with any terms on which the Buyer has purported to purchase the goods then the provisions of any such terms of the Buyers shall be deemed to be ineffective to the extent that they are inconsistent herewith.



The mark of responsible forest management.
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