

Timbersource Limited

Trading Terms and Conditions

- 1) All sales entered into by Timbersource Ltd (the "Seller") are subject to these terms and conditions which shall apply to every order placed with the Seller, and to every contract arising from any such order, except to the extent to which these terms and conditions have been modified or varied by an express provision in writing and signed by a manager or director of Timbersource Ltd. In the event of any discrepancy or inconsistency between these terms and conditions of trading and the terms and conditions of trading of the Buyer or other person placing an order with the Seller, these present terms and conditions shall prevail.
- 2) Each order is subject to the relevant goods being unsold at the time of receipt of the order by the Seller, or the Seller's supplier if a 'back-to-back' sale. An acceptance by the Seller shall be in writing on the Seller's letterhead and unless or until confirmed in writing, as stated, no oral acceptance or discussion by or on behalf of the Seller shall impose any legal liability or obligation whatsoever on the Seller, its employees or agents. No variation, waiver or addition to these conditions shall be binding unless expressly confirmed in writing by the Seller.
- 3) Wood goods supplied shall be of the botanical species or product stated on the Buyer's written order, unless an alternative is approved by the Buyer prior to delivery. Quantities supplied will be within 10% up or down in the case of random widths or lengths, but in the case of selected specifications the variation may be greater according to the criteria used and the waste factors generally accepted for different species. The Seller must obtain specific agreement from the Buyer if the extra quantity being charged for exceeds the waste generally accepted in the importing and joinery industry by more than 10%.
- 4) All sales relating to goods 'to arrive' shall be subject to shipment being effected and safe arrival into the Seller's control. The Buyer shall give to the Seller adequate and timely instruction for the delivery of the goods. In the absence of such instruction, or if the Buyer fails to accept the goods immediately upon their becoming available, the Seller may recover from the Buyer all expenses thereby incurred and at the Seller's discretion sell the goods instead to a Third party.
- 5) Any variation in the cost to the Seller of supplying the goods to the Buyer which may be caused by circumstances beyond the control of the Seller shall be notified to the Buyer at the earliest possible opportunity. The Buyer may choose either to cancel the order with the Seller without redress, or to accept the additional cost. In either event the Buyer must notify the Seller within 2 working days of the notification.
- 6) The Seller may request information from the Buyer's trade references supplied and/or obtain information from a third party database in order to establish an appropriate credit limit. The ultimate decision will rest with the Seller, who has the right to refuse credit at any time. When requested we may also disclose trading history against a bona fide application.
- 7) Until the Seller has received full payment, in cleared funds, owed by the Buyer in respect of any order – the goods supplied in any contract between the Seller and Buyer remain the property of the Seller although the risk therein shall pass to the buyer when the goods are delivered to or collected by the Buyer.

The Seller may recover those goods at any time from the Buyer if the amount outstanding from the Buyer to the Seller in respect of goods supplied remains unpaid after seven days of the Seller's request for payment. For this purpose the Buyer shall keep the goods identifiable or traceable. The Buyer has the right to resell the goods to a bona fide purchaser in the normal course of his business for the account of the Seller in which event the Buyer has a fiduciary duty to the Seller to retain sufficient proceeds in trust to satisfy the debt to the Seller. Should the buyer resell the goods any warranties, conditions or representations given or made by the Buyer to any Third party shall not be binding upon the Seller who shall be indemnified by the Buyer in respect thereof. Nothing in this condition shall confer any rights upon the Buyer to return the goods sold hereunder or to delay payment therefore.
- 8) Until the Buyer has paid all monies owed to the Seller in respect of any order the Seller shall be entitled to withhold delivery of any further goods to the Buyer. If the Buyer does or suffers to be done anything which might prejudice his ability to pay the full price under a contract the Seller shall be entitled to treat such act as repudiation of the contract and may without prejudice to its other rights accept such repudiation without notice as termination thereof.
- 9) The Buyer shall not be entitled to withhold or set off payment of any amount due to the Seller under the terms of any Contract whether in respect of any claims of the Buyer in respect of alleged faulty or defective goods, or for any other reason which is contested or liability for which is not admitted by the Seller.
- 10) Notice of any claim arising out of or in connection with a Contract must be given in writing to the Seller within seven working days from the date when the goods are 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 or 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 three days of the advised delivery date. The Seller shall be under no liability whatsoever if bulk is broken pending settlement of any claim or where the marked packaging is not produced with the goods for inspection by the Seller. In the event of goods supplied being processed, changed or further manufactured by the Buyer prior to a claim in writing to the Seller then the Buyer shall be deemed to have accepted the goods in the condition as supplied. Whilst the Seller shall endeavour to avoid any goods being supplied of a claimable nature, wood being a natural product is visibly graded by the Seller or his supplier and the Seller must reject any claim for defects subsequently discovered during manufacture.
- 11) Goods are not tested or sold as fit for any particular purpose and any term warranty or condition to the contrary whether implied express or statutory 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 any contract or the goods supplied there under exceed the invoice price of the particular piece(s) concerned. The Seller shall be under no liability for loss or damage or delay or expense incurred howsoever arising caused by circumstances outside its control.
- 12) All terms express or implied relating to the quality of goods are warranties only the breach of which gives the Buyer no right to reject the goods or terminate the contract in any circumstances whatsoever.
- 13) The Seller reserves the right to levy a minimum re-handling charge of 10 per cent of the value of any goods returned by the Buyer to the Seller through no fault of the Seller. Credit for goods returned will only apply to goods returned in the same condition as supplied by the Seller. It is the Buyer's responsibility to arrange transportation back to the Seller's premises.
- 14) All prices are quoted exclusive of Value added Tax. Payments for the goods shall be made on or before the date stated on the invoice. Where payment shall not have been made by the due date the Seller shall be entitled to recover from the Buyer interest on any outstanding balance at the rate of eight per cent above the Bank of England minimum lending rate for the time being in force for the period from such date until the date of payment. Any expenses incurred by the Seller in recovering monies due to it from the Buyer shall be payable by the Buyer.
- 15) Any provision herein set out to the extent to which it would by virtue of the Unfair Contract Terms Act 1977 be of no effect as against the person dealing as a consumer shall not apply in respect of a sale to a person so dealing.