

## TERMS & CONDITIONS OF SALE

### 1) DEFINITIONS

**"Duffield Timber"** – R E & R Duffield and Sons Ltd T/A Duffield Timber. **"Buyer"** – any person, firm or company purchasing or ordering from Duffield Timber.

### 2) SCOPE

- a) These conditions apply to all and any contracts, agreements or transactions between Duffield Timber and the Buyer. They prevail over any conditions contained or referred to in any documents of the buyer and any provision to the contrary is hereby excluded.
- b) These conditions together with any Duffield Timber sales or delivery confirmation or advices and invoices represent the complete agreement between Duffield Timber and the Buyer. Save as specifically agreed in writing by the Managing Director, no one is authorised to accept any further liability of obligations on Duffield Timbers behalf and the Buyer must not rely on any other documents or on oral representations

### 3) PRICE

- a) Save as otherwise specifically agreed the price shall be stated in the invoice sent to the Buyer by Duffield Timber or in the case of cash sales in the Sales or Advice Note. Unless otherwise stated, Value Added Tax is not included and will be added to the price.
- b) Prices indicated in Duffield Timber's catalogues and price lists are for guidance only and Duffield Timber reserves the right to withdraw or revise such prices at any time.
- c) Unless otherwise expressly agreed in writing, Duffield Timber reserves the right to revise any agreed prices to take account of fluctuations in exchange rates, increase or imposition of any tax duty or levy and clerical or administration errors or of any increase in Duffield Timber's costs including but not limited to the costs of raw materials, freight, shipment, haulage, labour, fuel, and insurance.
- d) Duffield Timber's quotation, operate as invitations to the Buyer to place orders. They are not tenders and are subject to confirmation by Duffield Timber upon receipt of the Buyer's order.

### 4) PAYMENT

- a) Unless otherwise agreed in writing, payment shall be due in full no later than 30 days net monthly. If any payment becomes overdue Duffield Timber may charge 4% over the HSBC Bank base rates from the due date until payment has been received. If, payment still remains outstanding it will be forwarded to our collection agent on which, a 15% levy will be incurred payable to them.
- b) Duffield Timber reserves the right to suspend or stop deliveries and to withdraw or restrict credit provisions if any payment becomes overdue or if Duffield Timber has reason to believe that the Buyer may be unable or unwilling to pay for the goods.
- c) Any sums due and owing to the Buyer from Duffield Timber may at any time be offset by Duffield Timber against any sums due and owing to Duffield Timber from the Buyer.

### 5) QUANTITIES

- a) All quantities, Specifications and correspondence with samples shall be subject to reasonable commercial variation and Duffield Timber accepts no responsibility for variations falling within this tolerance.
- b) Quantities are subject to outturn in respect of imported goods sold prior to landing.

### 6) SPECIAL REQUIREMENTS

- a) Duffield Timber may request manufacture machine or treat goods in accordance with the Buyers drawings, designs, sample sections, specifications or instructions.
- b) The Buyer accepts full responsibility for the accuracy of the same and indemnifies Duffield Timber against all liability arising from Duffield Timber's compliance with the Buyers drawings, sections, specifications or instructions.
- c) The Buyer is responsible for ensuring that any licences, consents or permissions require by statue, bye-law or otherwise are obtained.

### 7) DELIVER

- a) Where the goods are sold on a collect basis, delivery to the Buyer occurs immediately the goods are loaded onto the Buyer's vehicle save where vehicle is equipped with loading equipment which is to be used to unload the goods, whereupon delivery takes place in the instant following unloading.
- b) Where Duffield Timber agrees to deliver the goods, or where the goods are sold on an ex-quay basis or are due to be delivered direct from Duffield Timber's supplier, delivery to the Buyer occurs in the instant prior to unloading save where the delivery vehicle is equipped with loading equipment which is to be used to unload the goods whereupon delivery takes place in the instant following unloading.
- c) Duffield Timber may deliver the goods in one or more instalments and each instalment shall be treated as if it is a separate contract. Failure by Duffield Timber to make any delivery or part delivery shall not entitle the Buyer to reject the balance of the goods.
- d) The Buyer must give instructions for delivery in good time to allow them to be carried out upon arrival of the goods. The Buyer is responsible for any costs arising from his failure to give proper instructions or to provide transport as agreed or to unload any craft or vessel within the agreed time.
- e) Where goods are to be collected by the buyer or where the buyer elects to delay delivery Duffield Timber will store them rent free for a period of fourteen days from the date on which notice to collect is given to the Buyer. Thereafter the Buyer shall pay rent at a reasonable rate (as determined by Duffield Timber). In such circumstances risk passes to the Buyer at the expiry of the rent free period.
- f) Times and dates quoted for delivery are estimates only and are not binding on Duffield Timber.

### 8) RISK/TITLE

- a) Risk passes to the Buyer on delivery to the buyer or its agent or collection by the buyer or its agent.
- b) Where goods are delivered direct to the Buyer by Duffield Timber's supplier, property in the goods passes to Duffield Timber's on delivery to the Buyer.
- c) Property in the goods shall not pass to the Buyer until the price has been paid in full. However Duffield Timber may at any time transfer property in the goods to the Buyer by notice in writing.
- d) Until such time as the price of the goods has been paid the buyer shall store the goods in such as way as to enable them to be identified as the property of Duffield Timber and the Buyer hereby irrevocably agrees that representatives of Duffield Timber may enter the Buyer premises with such vehicles and equipment as may be necessary to remove the goods.

### 9) WARRANTIES & LIABILITIES

- a) Except where otherwise stated in writing by Duffield Timber under the hand of a Director of Duffield Timber goods are not tested or sold as fit for any particular purpose. Any term, warranty of condition, express or implied, to the contrary is hereby excluded.
- b) It is hereby declared and agreed that except in the case of consumer sales and only then in cases where a contrary intension is expressed or implied: The Buyer is skilled and knowledgeable with regard to the goods. The Buyer does not rely on Duffield Timber's skill or judgement with regard to the goods: The Buyer will inspect the goods in a reasonably thorough manner at its own premises prior to use.
- c) Goods manufactured to the design of specification of the Buyer or its experts carry no undertaking of any kind except compliance with the design or specification.
- d) In no circumstances whatsoever shall the liability of Duffield Timber (in contract, tort or otherwise) to the Buyer arising under, out of, or in connection with any contract for the sale of goods exceed the invoice price of the goods the subject matter of any claim.
- e) All terms, express or implied, relating to the quality of goods are warranties only the breach of which shall give the Buyer no right to reject the goods or terminate the contract in any circumstances whatsoever.
- f) Notice of any claim arising out of or in connection with the supply of goods by Duffield Timber must be given in writing to Duffield Timber as soon as the Buyer becomes aware of the same and in any event within three (3) 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 full and proper examination of the goods) shall be deemed to be waived and absolutely barred. In any event any claims in respect of latent defects shall be deemed to be waived and absolutely barred six (6) months after the goods are collected or delivered. If the timber has been worked or altered by the Buyer it is the absolute understanding the goods have been accepted in full.
- g) In the case of any claim the Buyer shall keep the goods in question in the same state and condition as he discovered them and permit Duffield Timber and any person authorised by Duffield Timber for that purpose access to inspect and check the same at all reasonable times. Failure to comply with the foregoing shall invalidate any relevant claim and, unless the Buyer can prove the contrary, it shall be assumed that any goods not so available for inspect are of the top grade of such goods within the contract.
- h) Duffield Timber shall be under no liability for shortage, damage in transit, deviation, delay or detention unless Duffield Timber and the carrier are advised thereof in writing (otherwise than upon a consignment note or delivery document) within three (3) working days and a claim is made on Duffield Timber and the carrier in writing within five (5) working days after the termination of transit as defined under the current conditions of carriage of the Road Haulage Association.

- 10) **FORCES MAJEURE** Duffield Timber shall not be liable for failure or delay in fulfilling any of its obligations where fulfilment thereof is prevented, frustrated, delayed or rendered uneconomic by circumstances or events beyond Duffield Timber's reasonable control.

### 11) STATUE

- a) Noting in these conditions shall be interpreted as excluding or restricting Duffield Timber's liability for death or personal injury.
- b) To the extent that any condition herein would be virtue of the Unfair Contract terms Act 1977 be of no effect against a person dealing as a consumer, that condition shall not apply to a person so dealing.

### 12) WAIVER

- a) The rights of Duffield Timber shall not be prejudiced or restricted by any indulgence or forbearance extended by Duffield Timber to the Buyer and waiver of any particular breach shall not operate as a waiver of any subsequent breach.

### 13) SEVERANCE

- a) If any condition or part of a condition is found to be invalid for any purpose it shall for that purpose to be deemed to have been omitted without prejudice to effectiveness of all other conditions of parts of conditions.

### 14) LAW/JURISDICTION

- a) These terms shall be governed by and construed in accordance with English Law.