

## CONDITIONS OF SALE

1. Goods are not tested or sold as fit for any particular purpose and any term warranty or condition express or 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 supplied hereunder exceed the invoice price of the particular pieces concerned, and the Seller shall be under no liability for loss or damage or delay howsoever arising caused by circumstances outside his control. In the case of a sale by sample the Seller does not undertake that the bulk shall correspond with the sample in colour, exact dimensions or quality. This provision shall not apply to consumer transactions to the to which it would, by virtue of the Unfair Contract Terms Act 1977, be void.

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 of 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 any 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 any such exclusion restriction or limitation.

3. The property in the goods shall not pass to the Buyer until the Buyer has paid to the Seller the whole price thereof. If, notwithstanding that the property in the goods as not passed to the Buyer, the Buyer shall sell the goods in such manner as to pass to the third party a valid title to the goods, the Buyer shall hold the proceeds of such sale on trust for the Seller. The Buyer agrees that prior to the payment of the whole price of the goods the Seller may at any time enter upon the Buyer's premises and remove the goods therefrom and that prior to such payment the Buyer shall keep the goods separate and identifiable for this purpose. Nothing herein shall constitute the Buyer the Agent of the Seller for the purpose 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 time of collection of delivery to him of the goods or after the expiration of any agreed rent-free period whichever is the earlier. Any delay caused by the unreasonable act or default of either party to rail or road transport or craft furnished by the other to be for the account of the party causing the delay. Notwithstanding the preceding provision of the clause , the Seller may, at his sole option and at time by notice in writing to the Buyer, transfer the property in the goods to him.

4. Where the Seller agrees to deliver the goods to site this shall be to the nearest point on a road suitable in the opinion of the driver, for the vehicle used. The Buyer shall provide the necessary labour and equipment to unload the vehicle without undue delay.

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 entered 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 to 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 or damage in transit or for mis-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 in England and Wales, Sunday, Good Friday, Christmas Day or Bank Holiday; Scotland, Sunday, 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. This provision shall not apply to consumer transactions to the extent which it would, by virtue of the Unfair Contract Terms Act 1977, be void.

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. Any variation in the cost to the Seller of carriage and/or effecting 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 the delivery of the goods to the Buyer shall be for the Buyer's account.

9. All terms, express 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 whatsoever. This provision shall not apply to consumer transactions to extent to which it would, by virtue of the Unfair Contract Terms Act 1977, be extent void.

10. 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 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 2% above the base rate of the Seller's bank for the time being in force for the period from such date until the day of payment.

11. Subject as herein provided, any other 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. Nothing herein shall affect the Statutory Rights of a consumer in relation to the rights or obligations that arise if the goods are defective or are not fit for a purpose or do not correspond with a description.

12. Where these terms and conditions in any way conflict with any terms on which the Buyer has purported to purchase the goods, then the provision of any such terms of the Buyer shall be deemed to be effective to the extent that they are inconsistent herewith. This provision shall not apply to consumer transactions to the extent to which it would, by virtue of the Unfair Contract Terms Act 1977, be void.

### ADDITIONAL CONDITIONS FOR ROOF TRUSSES AND BUILDING COMPONENTS

13. Goods or services ordered without quotation or not comprised in, or additional to, the quotation will be charged in accordance with current practice at date of despatch.

14. (a) Goods manufactured to the design or specification of Buyers or their experts carry no undertaking of any kind except of compliance with design or specification.

(b) In the case of products supplied with advertised stress capacities they are warranted to possess such capacity.

(c) All warranties or undertakings are subject to claims being made within the prescribed time.

15. The right to sub-contract any order or part of any order is reserved.

16. Design and advisory services (including the preparation of drawings, specifications, contract particulars and the like) are provided with reasonable care and skill, but no other representation or undertaking is made or is implied in connection with any such services, nor shall the Seller be under any liability whatsoever in respect of these services if erection is carried out before any necessary approvals are obtained.

### ADDITIONAL CONDITIONS FOR GOODS SOLD "TO ARRIVE"

17. All sales "to arrive" shall be subject to shipment and safe arrival. Any variation in the total of the war risk insurance rate or of any charge , tax, levy duty or impost on the goods shall be for the 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 if ordered by the Buyer to rail or road transport or to craft and the Buyer fails to provided 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.

18. If any contracts made by the Seller to procure the goods provides for variation of price(s) or for the cancellation of such contract(s) in the event of alteration in rate(s) or exchange and by virtue of such provision either the price 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.

19. Notwithstanding the terms of clause 8 if any contact 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 any 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.