

# North Yorkshire Timber Co. Ltd.

## TERMS AND CONDITIONS OF SALE

1. Goods are offered/sold subject to the goods being unsold when the order reaches our Office.
2. Sales "TO ARRIVE" are subject to goods being shipped and their safe arrival at the designated port, or other destination.
3. For goods sold "TO ARRIVE" delivery instructions must be given in time to enable them to be carried out at the time of arrival of the goods in the United Kingdom. In all other cases instructions must be given at the time of purchase. In the absence of such instructions or if ordered by the Buyer to transport of any kind, and the Buyer fails to provide the same when the 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. Failure to collect/accept delivery within two months of goods becoming available shall entitle the Seller to invoice the goods.
4. Goods are sold per specification as imported. All goods sold on landed terms are sold as inspected and approved by the Buyer, and all terms (express or implied) relating to the quality of goods are warranties only, the breach of which gives no right to reject any part of the goods or to repudiate the contract in any circumstances whatsoever.
5. Where any time for delivery is mentioned, this should be taken as an indication offered in good faith of what the Seller expects to be able to do, but the Seller does not guarantee this time, nor accept any responsibility for loss, or damage of any kind whatsoever, arising out of delayed deliveries.
6. Rent and insurance, if incurred, to be paid by the Buyer at the Company's current rate, or if stored elsewhere, at the same rate as charged to the Seller.
7. (a) Any increased insurance premium or excess freight payable, or any charge, tax, levy, duty, or impost on the goods, shall be for the Buyer's account including any increased expenses occasioned by war, or threat of war or by any other contingencies.  
(b) If any contract(s) 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) of exchange or rise in the price of fine gold and if 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 then the price(s) of such goods under this contract shall be varied by an equivalent 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, without any liability to the Seller.
8. If after the making of this contract there should be a rise or fall in the cost of labour, or in the cost of transport, kilning or any other service necessary for performance of this contract, or in the cost of materials and any such rise or fall affects the Seller's cost of performing this contract, a reasonable adjustment shall be made to the contract price.
9. (a) In all contracts for the processing of goods, all conditions and warranties express or implied statutory or otherwise are hereby excluded, and the Seller shall not be liable for any loss, or damage of any kind whatsoever.  
(b) If it is agreed that the goods should be processed, the Seller may arrange for the processing to be carried out by a third party, and in such case the operation shall be carried out in accordance with the Standard Terms and Conditions of the third party.  
(c) In the event of any claim, however, the processor's liability shall in no circumstances exceed the invoice charge rendered by the processors in respect of any piece(s) which are alleged to be defective or in regard to which the complaint is made.
10. All goods are at the Buyer's risk from date of invoice (except that the Seller will hold the Buyer covered against fire for fourteen days from the date of invoice, provided that the goods are still in the Seller's custody)

### CREDIT TERMS

- (a) Deliveries are subject to credit approval by the Seller. Payment is due on or before the last day of the month following the month of delivery, except where indicated on the quotation, acknowledgement of order or invoice. Interest may be charged on overdue accounts at the rate of 5% above the London Clearing Banks base lending rate for the time being in force.  
(b) At any time before the delivery of the goods, the Seller may notify the Buyer that payment is required prior to such delivery, and the Seller shall be entitled to withhold delivery until payment is made.  
(c) All goods invoiced pro-forma shall be deemed to have been accepted by the Buyer but the Seller shall retain a lien on the goods to cover all or such part of the purchase price as may remain unpaid, and such invoices are due for payment before delivery of the goods.  
(d) If the buyer shall fail to pay to the Seller any monies due, the Seller shall be entitled to withhold delivery of any goods due to be delivered to the Buyer.  
(e) If the Buyer does or suffers to be done anything which might prejudice his liability to pay the full price, he shall be deemed to have repudiated the contract.  
(f) 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 has not passed to the Buyer, the Buyer shall sell the goods in such a 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 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 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. 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.
11. **PRICES**
    - (a) The prices of goods or materials quoted by the Seller are firm (subject to clauses 7(a) and 7(b) and clause 8) only Where specifically stated in writing to be so, and the period of validity given. The Seller reserves the right to increase or decrease any price quoted without notice, where he has not specifically stated in writing that the price is firm and the period of validity given.
    - (b) **Value Added Tax.** All prices of goods, materials or services supplied or rendered by the Seller shall be increased (whether or not it has been stated specifically that the price is firm) by the amount of Value Added Tax or Sales Tax chargeable. If the prices quoted are stated to be inclusive of Value Added Tax or Sales Tax, any increase or decrease in the rate of tax at the date of invoice/delivery will be passed on to the Buyer by the Seller.
  12. (a) Goods (except doors as specified in 12(b)) 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 the goods supplied hereunder exceed the invoice price of the particular piece(s) concerned. The Seller shall be under no liability for loss or damage, or delay whatsoever caused by circumstances outside his control.  
(b) All doors (except Redwood doors, on which no guarantee is given) supplied by the Seller are guaranteed for four months, from the date of delivery, and any goods shown to be defective owing to faulty workmanship or material shall be replaced. This guarantee does not apply to doors which swell due to intake of excessive moisture or any other neglect or misuse on the part of the Buyer after delivery. The Seller's liability under the guarantee is limited to replacement and shall not exceed to costs or charges of refixing, painting, polishing, staining, cartage, storage or other additional charges or expenses.
  13. If the fulfillment of this contract by the Seller is at any time prevented, hindered or interfered with by hostilities or by the consequences thereof, or by any Government interference with the normal course of business, or by any other cause of whatever kind, the Seller may by notice in writing to the Buyer, suspend or cancel his contract in respect of all or any goods then undelivered.
  14. Should any dispute arise under this contract none of the goods specified shall be rejected nor shall payment for them be refused. Notice of any claims arising out of or in connection with this contract must be given in writing to the Seller within three working days from the date when the goods are collected or delivered, failing which all claims shall be deemed to be waived and absolutely barred. The Seller shall be under no liability whatsoever if bulk is broken pending settlement of any Claim, or, if the goods collected or delivered include plywood or particle board, if the marked battens (if any) are not produced with the goods for inspection by the Seller.
  15. Any dispute under or arising out of this agreement shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 1950, or any statutory modification or re-enactment thereof for the time being in force. If the claim shall be for not more than £500 the reference shall be to a single Arbitrator to be agreed upon by the parties hereto or in default of agreement to be nominated by the President for the time being of the Timber Trade Federation of the United Kingdom, or failing him, the Vice-President, on the application of either party. If the claim shall be for more than £500 the reference shall be to two Arbitrators (one to be appointed to each party to the dispute or difference) who shall by instrument in writing appoint an umpire immediately after they are themselves appointed.
  16. (a) Unless otherwise stated the Seller reserves the right to amend any quotation if the Buyer's order is not received within seven days of the quotation date.  
(b) In contracts for Softwoods there is no allowance for ends.
  17. The terms and conditions herein are the only conditions applicable to the contract between the Seller and the Buyer.
  18. The Buyer is advised that all goods should be stored in a dry place and the Seller will not accept responsibility for deterioration.
  19. **Firecheck Doors and Door Frames.** All Firecheck Doors supplied by the Seller comply with the British Standard Specification for Firecheck Doors (B.S. 459; Part 3; or B.S. 476; Part 1 or Part 8). However, if the door frame is purchased separately from another Supplier it is the responsibility of the Buyer to ensure that it also complies with the above Specification. No liability can be accepted in respect of Firecheck Doors supplied by the Seller where door frames not of the above specification are used.
  20. **METRIC MEASURE – TIMBER ONLY**  
The Seller shall have the option to supply any or all of the goods in either imperial or metric sizes in the nearest equivalent thickness, width and length as shown in the conversion tables published by the Timber Trade Federation, and goods may be charged in metric measure in accordance with the calculation therein contained. A copy of the conversion tables will be supplied on request. Attention is drawn to the fact that, in general, metric dimensions are marginally smaller and shorter than their nearest imperial equivalent.
  21. **METRIC MEASURE – SHEET MATERIALS ONLY**  
Notwithstanding goods being sold in metric measure, the Seller has the option to supply any or all of the goods in imperial surface dimensions and/or thicknesses on the basis of the Timber Trade Federation conversion scales for Sheet Materials, all imperial and metric surface dimensions and thicknesses being subject to normal manufacturing tolerances.

**NOTE 1** Any term or condition herein set out, to the extent that it would be void as against a person dealing as a consumer by virtue of the provisions of the Unfair Contract Terms Act 1977, shall not apply in respect of a sale to a person who so deals

**NOTE 2** Unless this agreement shall have been made and is to be performed in Scotland, when the Law of Scotland shall apply, this Agreement shall be deemed to have been made in England and the construction validity, and performance of this Agreement shall be governed in all respects by English Law.