

CONDITIONS OF SALE

1. **TERMS & CONDITIONS**

- 1.1. Unless otherwise stated by Ramsay Timber Limited (“the Vendors”) upon the face of any quotation or acceptance of order these terms and conditions (“the terms & conditions”) shall be incorporated into any contract made between the Vendors and any person firm or company with whom it contracts (“the purchasers”) and shall prevail in case of any inconsistency between any other terms or condition in any contract.
- 1.2. All purchase orders made to the Vendors shall be deemed to incorporate these terms and conditions to the exclusion of any conflicting terms and conditions submitted by any purchasers.
- 1.3. There shall be no variation from these terms and conditions unless separately stated in writing by the Supplier prior to formation of any contract.
- 1.4. Any order or invitation to treat or acceptance from a purchaser which incorporates any term or condition in conflict with these terms and conditions or which extends the liability of the Vendors from these terms and conditions shall not be incorporated into any contract with the purchasers unless expressly done in writing by a director of the Vendors prior to formation of any contract.

2. **REFERENCES.**

All orders are accepted subject to satisfactory references being supplied to the Vendors. To avoid delays, purchasers are requested to submit references with their first order.

3. **QUOTED PRICES.**

- 3.1. Any quotations made by the Vendors shall constitute an invitation to the purchasers to make an offer on the terms set out therein and all quotations are made subject to alterations or withdrawal by the Vendors without notice.
- 3.2. In the event of rail and/or other transport costs and/or wages being increased, and/or in the event of the cost of materials being increased, the Vendors’ prices shall increase accordingly.
- 3.3. Unless otherwise stated, the Vendors’ quoted prices do not include any provision for purchase tax, import duties or for any other Inland Revenue charge and Goods are sold subject to the payment by the purchasers of any such tax duty and/or charge.

4. **TERMS OF PAYMENT**

- 4.1. All payments shall be in full and be made by thirty days after the last day of the month in which the Vendors’ invoice is dated.
- 4.2. The purchasers shall not be entitled to withhold payment of any amount payable under this order by reason of any dispute or claim by the purchasers.
- 4.3. If not paid within this period, then and without prejudice to any right of the Vendors the Vendors may disallow the purchasers any discount and action for late payment will comply with the Commercial Debts Regulations 2002, interest being charged at a statutory rate of 8% above Bank of England base rate. All outstanding amounts whether due or not will become due for payment immediately.
- 4.4. Purchasers are required to pay all legal, administration, and associated costs incurred in pursuing outstanding accounts.
- 4.5. Each delivery in part execution of an order shall be deemed to be a complete performance by the Vendors of their part of the contract in relation to the Goods comprised in such delivery and in contracts for delivery by instalments or for periodical deliveries. The Vendors shall be entitled to withhold any further deliveries until any due payment is made and the agreed date for delivery (if any) shall be deferred to the extent to which deliveries are so withheld. The Vendors reserve the right to cancel further orders. This provision is without prejudice to the Vendors’ right to accept as repudiation any fundamental breach of contract by the purchasers (which expression shall include any failure to make payment within 30 days after the last day of the month after the date of the Vendors’ invoice).
- 4.6. Payments are required to be made without any deduction or set off.

5. **PACKING.**

All charges for packing will be for the purchasers’ account.

6. **UNLOADING AND DELIVERY.**

All Goods shall be unloaded promptly upon delivery to the purchasers by the purchasers and the Vendors shall not be held responsible for any damage sustained to such Goods in the course of being unloaded. Clear and proper access to the delivery point shall be made available by the purchasers.

7. **FAILURE OF VENDORS TO PERFORM CONTRACT.**

- 7.1. Orders are accepted subject to non-performance of the Vendors’ part of the contract due to shortage of labour and/or materials, acts of god, trade disputes, strikes, lockouts, fire, civil commotion, war or any other cause whatsoever outside the control of the Vendors.
- 7.2. In the event of the purchasers being entitled to make any claim against the Vendors in respect of any Goods agreed to be sold to the purchasers, the Vendors’ liability shall not in any circumstances exceed the net invoiced price of such Goods.
- 7.3. Failure by the Vendors to make any delivery under a contract on a due date shall not entitle the purchasers:-
 - 7.3.1. To refuse a delivery tendered after such date;
- 7.4. To repudiate the contract; or
- 7.5. To make a claim for damages in respect of late delivery.

8. **UNDERTAKING AND EXCLUSION OF CONDITIONS AND WARRANTIES OF VENDORS**

- 8.1. Goods are not tested or sold as fit for any particular purpose. Any term warranty or condition expressed implied or statutory to the contrary is excluded so far as permitted by law.
- 8.2. The liability of the Vendors ### (whether in contract or in tort or otherwise) arising out of this contract shall not exceed the net invoiced price of the particular Goods in regard to which complaint is made.

9. BEFORE DELIVERY.

Goods retained by the Vendors in transit or in store because of delay on the part of the purchasers in accepting delivery on the due date shall be at risk in all respects of the purchasers. All storage charges shall be payable by the purchasers. If the purchasers shall refuse delivery, or not be available to take delivery of any Goods, the Vendors reserve the right to increase the price to the prices applicable at the time of actual delivery of such Goods and in addition the purchasers will be required to pay a 20% administrative handling charge of the invoice value of the Goods.

10. LIABILITY FOR FAULTY GOODS.

- 10.1. If the purchasers accept damaged or defective Goods supplied to them without making examination on delivery the Vendors shall not be liable in respect of such Goods.
- 10.2. The Vendors will not meet any claim for damaged or faulty Goods unless a written claim is received and acknowledged in writing by the Vendors within 7 days of the date of delivery of such Goods.
- 10.3. Any damaged or faulty Goods in respect of which the Vendors may be liable must be returned to the Vendors for alteration or repair unless written authorisation is given by the Vendors for alteration or repair elsewhere.

11. PROPERTY.

- 11.1. The Goods shall be at the purchasers' risk as from delivery.
- 11.2. In spite of delivery having been made property in the Goods shall not pass from the Vendors until:
 - 11.2.1. the Vendors have received in cash or cleared funds the purchase price plus VAT in full and for the purposes of this clause payment of the full price of the Goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Vendors and the purchasers under which the Goods were delivered.; and
 - 11.2.2. no other sums whatever are due from the purchasers to the Vendors.

and for the purposes of this clause a cheque given by the purchasers in payment shall not be treated as a discharge until the same has been cleared.
- 11.3. Until property in the Goods passes to the purchasers in accordance with clause 11.2 the purchasers shall hold the Goods and each of them on a fiduciary basis as bailee for the Vendors. The purchasers shall store the Goods (at no cost to the Vendors) separately from all other goods in its possession, marked in such a way that they are clearly identified as the Vendors' property.
- 11.4. Notwithstanding that the Goods (or any of them) remain the property of the Vendors, the purchasers may sell or use the Goods in the ordinary course of the purchasers' business at full market value for the account of the Vendors. Any such sale or dealing shall be a sale or use of the Vendors' property by the purchaser on the purchasers' own behalf and the purchasers shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Vendors the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Vendors and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Vendors' money.
- 11.5. The Vendors shall be entitled to recover ##the purchase price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Vendors.
- 11.6. Until such time as property in the Goods passes from the Vendors, the purchasers shall upon request deliver up such of the Goods as have not ceased to be in existence or been sold to the Vendors. If the purchasers fail to do so the Vendors may enter upon any premises owned occupied or controlled by the purchasers where the Goods are situated and repossess the Goods. On the making of such a request the rights of the purchasers under clause 11.4 shall cease. If pursuant to this sub-clause 11.6 the Vendors enter upon the purchasers' premises to remove Goods therefrom the Vendors shall be entitled to resell the Goods but shall only effect a repudiation of the contract at the option of the Vendors and in particular shall not prejudice the Vendors right to payment of damages, loss of profit and interest.
- 11.7. The purchasers shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Vendors. Without prejudice to the other rights of the Vendors, if the purchasers do so all sums whatever owing by the purchasers to the Vendors shall forthwith become due and payable.
- 11.8. The purchasers shall insure the Goods and keep them insured to the full amount of the purchase price against 'all risks' to the reasonable satisfaction of the Vendors until the date that property in the Goods passes from the Vendors, and shall whenever requested by the Vendors produce a copy of the policy of insurance. Without prejudice to the other rights of the Vendors, if the purchasers fail to do so all sums whatever owing by the purchasers to the Vendors shall forthwith become due and payable.
- 11.9. The purchasers shall promptly deliver the prescribed particulars of this contract to the Companies Registrar in accordance with the Companies Act 2006 Part 25. Without prejudice to the other rights of the Vendors, if the purchasers fail to do so all sums whatever owing by the purchasers to the Vendors shall forthwith become due and payable.

12. ALTERATION TO GOODS.

Any extra cost caused by the purchasers varying or adding any specifications of the Goods to be sold shall be payable by the purchasers.

13. CONDITIONS PRECEDENT.

- 13.1. It is a condition precedent to any liability of the Vendors that:-

- 13.2. All timber shall be kept by the purchasers in a dry place, stacked flat, sufficiently raised from the ground and adequately protected from the weather and that no timber intended for internal use shall be stored externally and/or installed in a building, which has not adequately dried out.
- 13.3. All timber supplied in the white shall be knotted and primed immediately after delivery and shall receive further coats of paint within a reasonable period.
- 13.4. Any surfaces subsequently cut, particularly those exposing end grain, shall be primed before the timber is fixed in position.
- 13.5. No claim will be entered into by the purchaser once the Goods supplied have been modified.
14. **ALL TERMS.**
All terms, provisions, and conditions (express or implied) relating to the quality of Goods are warranties only, the breach of which gives no right to reject the Goods or repudiate the contract in any circumstances whatsoever.

Notice

Data relating to the Data Subject (here meaning the purchasers or any guarantors of the purchasers) will be processed by the Data Controllers (here meaning the Vendors and their officers and employees) and will be held securely in confidence and processed for the purpose of carrying out business of the Data Controllers and associated activities such as insurance, risk assessment and other related activities (“Activities”). The Data Controllers may consult with and disclose the Data Subject’s Data to third parties such as insurers, credit insurers, credit reference agencies and other carefully selected parties (“Third Parties”) who may process the Data also as Data Controllers for the purpose of carrying out the Activities for any business applications made directly or indirectly to the Data Controllers by the Data Subject now or in the future. The Data Controllers may also receive Data on the Data Subject from the Third Parties. The Data will be processed both within and outside the European Economic Area

The Data Controllers may contact the Data Subject regarding details of other products and services in writing, electronically or by phone. If the Data Subject does not wish to receive such details please tick the box below and return to the Data Controllers whose contact details are set out in this document.

The Data Subject can also write to the Data Controllers:

- If the Data Subject does not have a contractual relationship with the Data Controllers and is objecting to the processing as set out in this notice.
- The Data Subject requires access to his data held by the Data Controller
- The Data Subject requires details of any third party data controllers who also process the Data Subject’s Data.

[] February 2014