

## 1. General

Contracts and orders are accepted only subject to our General Conditions of Sale as set out herein and our Special Conditions of Sale endorsed on the reverse hereof and the Buyer shall be bound by such Conditions. No modification of these Conditions of the particulars contained in our acceptance will be recognised by us unless expressly accepted by one of our directors in writing. Unless so agreed any qualification thereof or difference contained in the Buyer's own order forms or terms and conditions of business shall be inapplicable whether or not the Buyer's conditions are contained in an offer, acceptance or counter offer made by the Buyer. All orders, whether based upon this quotation or otherwise shall be subject to our written acceptance. Any typographical, clerical or other error or omission in any quotation or acknowledgement of order issued by us shall be subject to correction without any liability on our part.

## 2. Prices

Prices quoted refer to the stipulated quantities only and will not necessarily hold good for other quantities. Unless otherwise stated all prices quoted are delivered prices. VAT not included in the quotation or invoice will be added where appropriate and at the rate applicable.

## 3. Variation of Prices

We reserve the right to alter the quoted prices of all or any of the goods at any time without notice in the event of any variation in costs incurred by us after acceptance of the Buyer's order. Orders are accepted at the prices current at the time of acceptance on the understanding that they may be invoiced at prices ruling on the date of despatch irrespective of prices previously quoted. The quoted price is also subject to adjustment if any changes are made by the Buyer in the specification or quantities of the goods or delivery requirements.

## 4. Cancellation

No order acknowledged in writing by us as accepted may be cancelled by the Buyer except with written agreement of one of our directors and on terms that the Buyer shall indemnify us in full against all loss (including loss of profit), costs (including costs for materials used), damages, charges re stocking charges and expenses incurred by us as a result of cancellation.

## 5. Payment

Unless otherwise specified the goods or each instalment of the goods in cases where they are to be delivered by instalments shall be paid for in cash within 30 days of end of month of the date of the relevant invoice. Failure to make payment at the due date shall entitle us to suspend deliveries until payment is made or to terminate the contract in writing, or to treat the contract as repudiated by the Buyer without prejudice to our rights to damages for breach of contract. If there is any delay in making payment we shall be entitled to charge interest on the outstanding amount at 3 per cent above the base rate charges by our bankers from the due date until the date of actual payments.

## 6. Packing

Unless otherwise agreed the goods shall be delivered in our or our suppliers or the manufacturer's standard packaging. Specification to meet the Buyer's requirements must be referred to us for review and acceptance. We shall make a charge for this and the cost will be shown as a separate item on the invoice.

## 7. Delivery

(1) Time for delivery is not of the essence although every effort will be made to maintain delivery dates and times but we accept no liability for delay however occasioned or for the consequences of any delay

(2) Delivery shall be when the goods are ready and at the Buyer's nominated place of delivery which shall be .

(a) our premises if either the Buyer or the Buyer's carrier or agent collects, or if written nomination has been received by the time the goods are ready or

(b) at the Buyer's own premises if carriage is affected by ourselves, our carriers or agents. Thereafter the goods shall be at the sole risk of the Buyer. We reserve the right to delivery by instalments in which case each delivery shall constitute a separate contract without prejudice to subsequent deliveries and shall be invoiced accordingly. We shall use our best endeavours to deliver on the date and time stated but no guarantee or warranty as to the date and time or rate of delivery is given or implied and we accept no liability for late delivery or any consequential damage arising therefrom.

No delivery shall be considered as overdue until the Buyer has made a written request for delivery and given us reasonable time to comply with such request.

## 8. Retention to Title and Insurance

(1) Property in the goods shall remain vested in us until payment therefor shall have been made by the buyer in full. The Buyer shall be in possession of the goods solely as bailee for us until the full price is paid. The Buyer shall store the goods separately from his own goods and/or those of any other person and at all times the goods shall be stored in such a manner that they are readily identifiable as our goods until the full price is paid

(2) The Buyer's rights to possession shall cease forthwith if the Buyer

(a) Not being a company commits an act of bankruptcy; or

(b) being a company does anything or omits to do anything which would entitle a receiver or administrator to take possession of any of its assets or which would entitle any person to present a winding up petition or a receiver is appointed to take possession of any of the Buyer's assets or a petition is presented to wind up the Buyer

(3) Whenever and as soon as the Buyer does or omits to do anything whereby his rights to possession ceases under the provision of condition 7(2) then:

(a) the Buyer shall immediately notify us that his right to possession has ceased and of the circumstances in which this has occurred; and

(b) the Buyer shall on oral or written request furnish us, our representatives or agents with sufficient information so as to enable us to retake possession of the goods and such information shall include full details of the place where the goods are kept; and

(c) we shall have an irrevocable licence without prior notice to enter upon the Buyer's premises by ourselves our representatives or agents during normal business hours in order to retake possession of

the goods:

(4) The Buyer may sell the goods to a third party prior to the date on which full payment of the price is received by or made to us if and only if:

(a) none of the circumstances specified in condition 7(2) have occurred or are reasonably expected to occur; and

(b) the proceeds of sale if less than the full price of the goods or such part of the proceeds of sale as equals the full price of the goods when received by the Buyer and/or his agents are placed forthwith in an interest bearing deposit account and the fund therein or the appropriate part thereof are held on trust for us and are payable to us; and

(c) notice is given as soon as reasonably practicable to us of the sub sale including the name and address of the third party and the name and address of the bank with whom the deposit account has been opened and the number of the account; and

(d) notice is given as soon as reasonably practicable to us once the proceeds of sale have been received by the Buyer

(5) If the Buyer shall sell the goods without complying with the provisions of condition 7(4) the Buyer shall be in breach of bailment and liable to account to us for the proceeds of the sale,

(6) In exercising the right of sale under condition 7(4) the Buyer shall as regards the third party act solely on his own behalf and shall not hold himself out in any way whatsoever as having the right to

make representations to or contracts with the third party on behalf of us

(7) The Buyer shall inform us immediately of any seizure, whether threatened or actual, of the goods

(8) The Buyer shall from the time when under clause 6 hereof they become sole risk of the Buyer fully insure the goods against all risk with a reputable insurance company at its own expense. The insurance

shall cover our interest in the goods, and the Buyer shall hold in a separate bank account all monies paid under such insurance in trust for us and shall pay the same to us on demand. If the Buyer shall not

effect such insurance we shall be entitled ourselves to insure our goods and demand reimbursement for the cost of the same from the Buyer.

## 9. Strikes

Should we be prevented from delivering at the agreed date by strikes, lock-outs, act of God, war, fire, tempest, flood, accident or damage to goods, or delay in obtaining or inability to obtain through scarcity

materials or for any other cause beyond our control we may suspend delivery until a reasonable time after the end of the happening and during such time as is reasonably incidental to the resumption of normal

production or sale or cancel or vary the contract without compensation.

## 10. Warranty

Goods are not tested and no warranty is given or shall be implied that the goods supplied are suitable for any specific purpose. In the event of any claim our liability shall in no circumstances exceed the invoice

price of the defective goods. Notice of any claim arising from any delivery must be received in writing by us within 7 days of the date from when the goods are collected or delivered. All timber is of standard size

and may at our discretion be reduced by sawing of planing. We shall not be liable for any expenses of the Buyers for repairs or replacements or for damages for delay or loss of use or other indirect, incidental or consequential damage of any kind. If inspection by ourselves does not disclose any defects in material or workmanship, our regular published rates will be charged as they apply. This warranty does not apply to any material which has been altered without our knowledge or to any defect in any materials due to misuse, negligence, accident or any cause other than normal and reasonable use nor shall it apply beyond their normal span of life to any materials whose normal span of life is shorter than the applicable period stated. Save as aforesaid all conditions, guarantees or warranties whether express or implied by statute, common law or otherwise are hereby expressly excluded.

#### 11. Lien

In addition to any right of lien to which we may by law be entitled we shall have a general lien on all goods of the Buyer in or possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold and delivered to the Buyer by us under the same or other contracts.

#### 12. Claims

The Buyer shall inspect the goods immediately on delivery thereof. If the Buyer fails to give notice or report in accordance with these provisions the Buyer shall be bound to accept and pay for the same at the time of times specified in these conditions unless a written claim is received:-

- (a) By both us and the carrier within three days of delivery in respect of damage, delay or partial loss in transit
- (b) By both us and the carrier within 28 days of despatch in respect of non-delivery
- (c) By us within 28 days of delivery in respect of any other matter

Goods subject to any claim must be stored free of charge for our inspection.

#### 13. Consequential Loss

We shall not be liable for any consequential or indirect loss or damage suffered by the Buyer howsoever arising whether or not caused by our negligence. Without prejudice to the forgoing sentence we shall not

be liable for loss of profits loss of contracts and damage to property of the Buyer or anyone else whatsoever howsoever arising and whether or not caused by our negligence.

#### 14. Waiver

Our rights shall not be affected or restricted by any indulgence or forbearance granted to the Buyer. No waiver by us of any breach shall operate as a waiver of any later breach.

## 15. Construction

The risks and obligations of the parties and all the terms and conditions hereof and any disputes arising out thereof shall be construed in accordance with English law to the jurisdiction of the courts of which the

Buyer shall submit.

## 16. Divisibility Clause

The Company reserves the right to make scheduled deliveries each of a part only of the overall amount and value of goods ordered by the buyer. Where any such scheduled delivery is made the goods comprised within each delivery shall be deemed to have been sold and delivered under a separate contract for the sale of the goods the subject of such delivery and will be invoiced separately. The Buyer will pay for the goods delivered in each scheduled delivery without set off, counter claim or deduction in respect of any previous or future scheduled delivery or other goods ordered from the Company.

## Privacy notice

Here at Boards (Cottingham) Ltd we take your privacy and personal data very seriously. We will only use your personal information to administer your account and to provide the products and services you have requested from us.

If you would like further information on our data protection Policy and processes, please contact us direct, where we can deal with your requests and provide additional information.