

BOLT BUILDING SUPPLIES LIMITED

General Terms and Conditions of Sale

1. GENERAL

1.1 All sales are subject to the following terms and conditions of sale except in so far as particular provisions apply where so specified. Where particular provisions are so specified the remainder of these terms and conditions of sale shall also apply to the extent that they are not inconsistent therewith. The liability of Bolt Building Supplies Limited (hereinafter referred to as the Seller) hereunder shall not be extended by any verbal agreement express or implied between the parties, their servants or agents. Any additional or amending term or condition shall be ineffective unless the Seller by one of its Directors expressly assents to the same in writing and endorses the same on the face hereof. In the event of any conflict between Sellers terms and conditions and any terms and conditions put forward by the Buyer, Sellers terms and conditions govern.

1.2 If the Buyer shall fail to make due payment of all monies due by the Buyer to the Seller on whatever account then until such monies have been paid the Seller shall be entitled 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 he fails to do so within such time, 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 hereof.

2. RISK AND RESERVATION OF TITLE

The property in the goods shall not pass to the Buyer until the Buyer has paid to the Seller the whole price thereof and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due. 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 without prejudice to any other claims the Seller may have against the buyer for breach of contract or otherwise. Nothing herein shall constitute the buyer the Agent of the Seller for the purpose of any such sub-sale. The buyer agrees that prior to the payment of the whole price of the goods the Seller shall at any time be entitled to enter any premises of which the Buyer is in occupation or to which he has access and where any such goods may then be and remove the goods therefrom and that prior to such payment the Buyer shall keep the goods separate and indemnifiable for this purpose. Notwithstanding that the property in the goods shall not pass to the Buyer save as provided above, the goods shall be at risk to the Buyer from the time of collection by or delivery to him of the goods or after the expiration of the rent-free period referred to below whichever is earlier.

3. RENT

Goods to be collected will be stored rent-free for 14 days from the date of contract/sale note, or any agreed date for collection, or the date when the goods are available for collection (whichever of these dates is the later) after which the Buyer shall pay the rent at the rate charged by Public Dock Authorities in the area (if such rate obtains) or a national equivalent. After the rent-free period the goods will be at the sole risk of the Buyer and any cost incurred by the Seller caused by unreasonable act or default including delay of the buyer shall be charged to the Buyer.

4. CLAIMS

4.1 Notice of any claim arising out of or in connection with this contract must be given in writing to the Seller within 3 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. In any event the Seller shall be under no liability for shortage or damage unless within 3 days of delivery the Buyer gives written notice of claim otherwise than on a consignment note or delivery document to the carrier and to the Seller.

4.2 The Seller will consider claims as to quality or fault in manufacture provided that,

(a) The Buyer gives to the Seller positive identification that the goods were in fact supplied by him to the Buyer, and the marked battens or other identifying packing materials are produced, and
(b) The goods are paid for in full on the date agreed for payment between the Buyer and the Seller, but Seller's action on so doing shall not imply any additional responsibility or extension of liability beyond that set out in these Terms and Conditions.

5. LIMITATION OF LIABILITY

5.1 Goods are not tested or sold as fit for any particular purpose unless expressly stated on the face hereof and any term warranty or condition express, implied or statutory to the contrary is excluded. The Buyer shall not rely on the skill or judgement of the Seller as regards suitability of the goods. In no circumstances whatever shall the liability of the Seller (in contract, tort or otherwise) to the Buyer arising out of or in connection with this contract or the goods supplied hereunder exceed the invoice price of the particular individual item(s) concerned such sum if necessary to be calculated on a prorata bases, provided that the Seller may at his option replace any defective item(s) without liability for consequential damage, loss or expense of any kind whatever. The foregoing restriction of liability shall not apply to liability for death or personal injury resulting from negligence.

5.2 Goods supplied are sold on the basis that they conform to the written terms and description as shown of the face hereof.

5.3 Without prejudice to these terms and conditions, in so far as any Manufacturer limits his liability consequential or otherwise in respect of goods manufactured by him, the same limitation (a copy of which will be provided on request) shall apply to the Seller's liability.

5.4 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 repudiate the contract in any circumstances whatever.

5.5 Where the goods have been ordered by the Buyer to be of specified colour, size or by an acknowledgement trade description, the buyer shall allow reasonable variation in accordance with usual trade practice.

5.6 All orders are taken subject to the availability of goods and materials in stock and the Company reserves the right to alter the specification of, or to withdraw any item without prior notice.

5.7 Any order received by the Company in pursuance of a quotation or otherwise and whether made orally or in writing shall be deemed to be an offer to contract and no binding and valid contract shall be effected unless and until the Company accepts the Customer's offer.

5.8 The storage handling and erection of timber components should, when appropriate, be in accordance with the International Truss Plate Association's recommendations and copies of these are available on request. Also, technical advice and information upon the handling, erection, storage, size and all other matters relating to the goods are available from the Company on request and the Customer must ensure that all requirements relating to the erection and general handling of the goods are followed and the Company shall not be liable for any loss or damage resulting from the Customer's failure to do so.

6. SALES 'TO ARRIVE'

6.1 All sales 'to arrive' shall be subject to shipment and safe arrival of such goods in the United Kingdom.

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 account of the Buyer. Instructions for delivery shall be given to the Seller in time to enable such instructions to be carried out upon arrival of the goods. 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 provide 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.

6.2 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 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 of the contract(s) is cancelled then 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.

6.3 Any variation in the cost to the Seller of 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 delivery of the goods to the Buyer shall be for the account of the Buyer save that if any contract made by the Seller to procure the goods provides for cancellation to 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.

7. MANUFACTURED OR PLANED ETC. ITEMS

In respect of items where the contract includes sawmilling, planing, moulding or manufacture of any kind, the following shall apply:-

(a) The Seller retains the right to substitute materials in their opinion of comparable quality in the event that any specified material is not readily obtainable.

(b) The Seller will in so far as he is able on request manufacture to drawings, designs, bills of quantities, specifications etc. of the Buyer, but the Seller will not accept responsibility for any inaccuracies or for faulty design therein. The Buyer will indemnify the Seller against any claim for damages and costs and against all liability in respect of any infringement or alleged infringement or patent rights or registered designs resulting from compliance by the Seller with the instructions of the Buyer express or implied.

8. ROOF TRUSSES

In the case of roof trusses the following shall apply in so far as they vary or are inconsistent with other clauses of these general terms and conditions of sale:-

(a) The Seller agrees to make good or at his option replace any item found to be defective provided that written notice thereof is received from the Buyer within 28 days of delivery to or collection by the Buyer and that the Seller is satisfied that the defect is directly caused by bad workmanship on the part of the employees of the Seller or defective materials or goods supplied by the Seller.

(b) Roof trusses shall not be altered after delivery to or collection by the Buyer by means of cutting, boring or in any way prior to or after fixing in place nor shall roof trusses be used for the suspension of water tanks equipment or other apparatus of any kind except in both cases as expressly stated on the face hereof and in accordance with all current building regulations and codes of practice issued by the competent authorities.

The Seller shall in no circumstances be taken as having given any conditional warranty express or implied to the Buyer that roof trusses are fit for such purpose nor can the Seller accept any liability in respect of a claim by any person whatsoever for injury to person or damage to property or any consequential loss arising out of the alteration of or use of roof trusses as above. The Buyer is recommended to comply with all current building regulations and codes of practice issued by the competent authorities if he wishes to so alter or use such roof trusses.

(c) Reference to "Buyer" for the purpose of this clause shall be extended and deemed to include any Specifying Authority Architect Surveyor Agent or Advisor purporting to act on behalf of the Buyer.

9. SPECIAL TERMS REFERRING TO PLYWOOD AND SIMILAR 'SHEET' MATERIALS

Any goods sold on 'to arrive' basis, are sold subject to the safe arrival of such goods in the United Kingdom. The Seller shall not be liable for non-shipment, non-delivery, damage or delay arising from circumstances beyond their control. Should shipment be delayed beyond the time stipulated the Buyer shall have the right to cancel such part of the contract as does not comply with the stipulated shipment dates but only if they give due notice in writing to the Sellers in time to enable the Seller to notify shippers or suppliers by telex, telegram or cable before the goods are despatched from the mill. Should cancellation instructions of the Buyer pursuant to this sub-clause be received by the Seller after the goods have left the mill, the Seller shall notify the Buyer to this effect within three clear days from the receipt of such cancellation instructions.

10. PROCESSING

All goods are accepted for processing (i.e. Preservation of timber kiln drying etc.) entirely at owner's risk. It is agreed that the Seller may arrange for such processing to be performed by a third party, and in such case the operation shall be subject to the third party's terms and conditions. No warranty whatever is given or implied except that the processors will exercise reasonable care and skill in the processors, their servants or agents will not be liable for any loss, deterioration or damage arising from any cause whatsoever other than their own negligence and then subject to the claim being notified in writing within 3 days of the delivery to or collection of the goods by the owners.

11. SAMPLES

The Buyer shall accept that any illustrations in catalogues, trade literature etc. and samples supplied indicate type, class and general character only, without warranty or guarantee as to substance, performance, colour, size, thickness or shape, the conditions implied by sections 13 and 15 of the Sale of Goods Act 1893 are hereby excluded.

12. DELAY OR NON-PERFORMANCE

12.1 Any times or dates for delivery are estimates only, and shall not be of the essence of the contract in this respect. Delay arising from circumstances outside the control of the Seller shall not render the Seller liable to any claim for damages either direct or indirect from whatsoever cause arising nor shall it entitle to Buyer to cancel the contract.

12.2 The Seller shall not be held responsible for non-performance of the contract due to shortage of plant, equipment, transport, labour, and/or materials, Act of God, trade disputes, strikes, lockouts, fire, riot and/or civil commotion, war, or any other cause whatsoever outside the control of the Seller.

13. DELIVERIES

13.1 Notwithstanding the provisions of clause 2 hereof goods not sold on delivered terms are the responsibility of the Buyer from the time they are delivered to the carrier or placed on a conveyance in the United Kingdom for delivery to the Buyer. The Buyer is advised to insure the goods against risk of damage or loss during transit.

13.2 The Buyer shall promptly unload goods when tendered at the delivery points notified by the Buyer to which clear access and safe hard road shall be made available by the Buyer. The Seller shall not be liable for any damage or deterioration of goods sold on delivered terms after the same have ceased to rest on the conveyance on which they are delivered. Storage on site is at the sole risk of the Buyer.

13.3 In the event of any goods being delivered in a damaged condition the Buyer must

(a) notify in writing carriers and the Seller within three days of receipt and

(b) indicate on delivery documents specific details of damage. 'Unexamined' is not adequate.

13.4 In the event of any shortage in delivery, the Buyer must endorse the delivery documents accordingly, and must notify in writing carriers and the Seller with full details within three working days of receipt.

13.5 The Seller reserves the right to charge to the Buyer's account excess costs involved in delay of offloading, diversion, or return of goods to depot.

13.6 If the instructions of the Buyer require or permit delivery by installments, each delivery shall be considered a separate contract.

13.7 Where the Company in its absolute discretion determines that mechanical handling or craneage is appropriate such facilities must be provided by the Customer on site to facilitate the unloading of components from delivery vehicles.

14. PRICE AND PAYMENT

14.1 The payment terms are shown on the face hereof, in the absence of such indication terms are strictly nett cash within 28 days of the date of the Seller's invoice. If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

(a) Recover immediately the amount not paid by the due date and any amount(s) payable under any other invoice(s) rendered by the Seller to the Buyer notwithstanding that the due date for making payment under such other invoices has not expired.

(b) Charge the Buyer interest (both before and after any Judgement) on the whole amount unpaid at the rate of 2% per annum above Lloyds TSB Bank plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

14.2 The Buyer shall not be entitled to withhold payment of any amount due under this agreement by reason or any dispute or claim hereunder, nor shall the Buyer be entitled to set off against any payment due hereunder any sum which is not due and payable by the Seller or for which the Seller does not admit liability.

14.3 Unless expressly stated otherwise, prices quoted and/or indicated overleaf are exclusive of Value Added Tax which shall be added where appropriate.

14.4 The Company reserves the right at any time to alter any of its prices without notice. In respect of goods delivered after such change of price, the price charged shall be the price ruling at the date of despatch of the goods by the Company.

14.5 Where the quotation price is stated to include delivery this means delivery during the normal working hours of the Company (details of which are available on request) and additional charges will be made for any delivery outside those normal working hours.

15. COUNTERMANDS AND RETURNS

15.1 The Seller reserves the right not to accept the return of goods and to make a handling charge on goods returned.

15.2 Any goods returned must be consigned carriage paid by the Buyer.

15.3 Any pallets, crates, cases, drums, sacks or other packaging where chargeable are charged to the Buyer on delivery or collection and will be credited in full when received back at point of origin in good condition within a reasonable period.

16. C.O.S.H.H.

16.1 The Seller shall provide the Buyer at its invoiced address with such information as the Seller receives from its suppliers in respect of any of the Goods which may or does contain a substance or substances which is or are hazardous to health within the meaning of Regulation 2(1) Control of Substances Hazardous to Health Regulations 1988.

16.2 The Seller gives no warranty as to the accuracy or completeness of the information referred to in sub-clause 1 above and the buyer must satisfy itself as to the suitability of any Goods for any particular use and the safety precautions which may need to be taken in connection with such use. The Buyer shall be responsible for supplying the information to any party handling or otherwise dealing with the Goods and shall keep the Seller indemnified in respect of any breach of its obligations under this condition.

17. QUALITY ASSURANCE BS5750

"The Whole of the supplies detailed hereon, where appropriate, have been manufactured by a Quality Assured source and have been subjected to the Quality System Requirements in accordance with the conditions of our Stockists Level B Registration to BS 5750 : Part 2"

18. LAW

The sale, including these Terms and Conditions, shall be governed and construed in accordance with English Law.

March 1993