

# Terms & Conditions of Sale.

1. In these conditions "the Company" means Southend Timber Ltd. "the Customer" means the persons firm or company ordering the Goods. "the Goods" means the items sold by the Company to the Customer and listed on the Company's invoice.
2. The Customer accepts that these conditions shall apply to all legal relations between himself and the Company to the exclusion of any other terms including any conditions warranties or representations written or oral express or implied even if contained in any of the Customers documents which purport to provide that the Customers own terms shall prevail. No variation of these conditions shall be valid unless agreed to in writing and signed by an authorised person on behalf of the Company and on behalf of the Customer.
3. No person employed by the Company nor any agents of the Company have any authority to make or give any representation or warranties whatsoever whether verbal or written in relation to the Goods. The provision of any quotation or estimate by the Company does not form part of any offer or representation made by them. All specifications, drawings, descriptions and catalogues issued by or on behalf of the Company are intended merely to give a general description of the Goods and any person reading them may not rely on anything contained therein as being a representation of fact concerning the Goods or a warranty relating thereto whether as to their condition or otherwise.
4. The Company reserves the right to amend the order placed by the Customer and the Company will then advise the Customer who may only on seven days written notice cancel the Contract and pay a cancellation charge of fifteen percent of the contract price. In all other cases of cancellation the Customer will be liable to the Company for all costs or work carried out and parts or materials ordered by the Company up to the date of cancellation.
5. The Customer shall pay the full price of the Goods to the Company within 30 days of the date of the Company's invoice, which the Company shall be entitled to render when it is able to deliver the Goods, even though delivery is in fact delayed through no fault of the Company. If any sums are not paid on the due date, the Company shall have the right to claim interest on the outstanding sum at a rate of 4% over HSBC Bank plc's base lending rate from the due date until payment.
6. The Company shall be under no obligation notwithstanding any agreement to the contrary to provide the Goods due under a Contract, if the Company has bona fide doubts as to the solvency of the Customer and the Company may in such circumstances without any liability on its part withhold Goods contracted to be sold to the Customer without any repudiation of the Contract being implied or expressed or any legal proceedings being necessary.
7. Whilst the Company shall make every effort to place the Goods at the disposal of the Customer in accordance with any times stated in the Contract, time shall not be the essence in this regard.
8. Notwithstanding the provisions of the following clause, risk in the Goods shall pass to the Customer immediately upon the Goods leaving the Company's premises.
9. Until the Company has been paid in full for all Goods supplied by it to the Customer under any Contract whatsoever between the Customer and the Company. a) the Company shall remain the legal and beneficial owner of the Goods; and or all monies for said Goods. b) the Customer shall store the Goods separately and in such a way that they can be readily identified as being the Company's property. c) (i) The Customer may sell the Goods in the ordinary course of its business to a bona fide purchaser for value without notice of the Company's rights but the Customer shall then be under a fiduciary duty to account to the Company for the proceeds of such sale up to the total amount due from the Customer to the Company in respect of the Goods; (ii) The Company may at any time revoke the Customer's power of sale by notice to the Customer if the Customer is in default for longer than seven days in the payment of any sum whatsoever due to the Company or if the Company has bona fide doubts as to the solvency of the Customer. (iii) the Customer's power of sale shall automatically cease if an administrator or administrative receiver is appointed over any or all of the assets or undertaking of the Customer or if the Customer goes into compulsory or voluntary liquidation or makes any arrangement or composition with its creditors generally or commits any act of bankruptcy. (d) upon termination of the Customer's power of sale the Company shall be entitled to enter on any premises on which the Goods are then to be found for the purpose of repossessing the Goods. If upon exercising this right the Company finds that the Customer has failed to comply with its obligations under clause 9(b) above to store the Goods separately, the Company shall be entitled to repossess from the Customer's stock a quantity of identical goods equal in value to those which have not been paid for, irrespective of whether the goods so repossessed belonged to the Company or the Customer. (e) if any of the Goods are affixed or added to other goods in the process of manufacture or construction of new products, then the Company shall have full legal and beneficial title to those new products (whether completed or not). (f) the Customer's obligations as to storage and identification of the Goods set out in clause 9(b) above shall apply equally to such new products. (g) the Customer shall have the right to sell the new products but the Company may revoke that right in the same way and in the same circumstances as it may revoke the Customer's right to sell the original Goods under clauses 9(c)(ii) and 9(c)(iii) above.
10. Unless any complaints about the quality or quantity of Goods are received by the Company within three days of delivery thereof the Customer shall be deemed to have accepted the Goods. Loss or damage, claim within three days, non-delivery within 10 days of despatch date, errors claimed for immediately.
11. (a)The Company warrants that the Goods are of merchantable quality (as defined in the Sale of Goods

Act 1979) but does not warrant that the Goods are fit for any specific purpose and accepts no liability for any loss or damage suffered by the Customer as a result of any defect in the design, materials or workmanship of the Goods. (b) Without limiting the above the Company expressly excludes any liability arising from: (i) failure to comply with the Company's instructions for fitting or installation; or (ii) use of the Goods in excess of performance or load-bearing specifications stated in the Company's catalogue; or (iii) any modification or adaptation made to the Goods by the Customer or any third party. (c) Without prejudice to the above sub-clauses, the Company's liability for any defect shall be limited to repairing or replacing the defective Goods or refunding to the Customer the invoice price of these Goods. Under no circumstances shall the Company be liable for any indirect or consequential loss of any nature arising out of the defect. (d) Nothing in this clause is intended to exclude or limit the Company's liability for any personal injury or death if and to the extent that it can be shown that such injury was caused by the negligence of the Company, its servants or agents.

12. The Customer shall indemnify the Company in respect of any loss, injury, expense or claim of whatsoever nature and howsoever arising out of the Contract or the Goods, or their storage, installation, use, operation or maintenance save to the extent that the same is caused by the negligence of the Company, its servants or agents, including the Company's subcontractors.

13. The Company shall not be under any liability for any delay or failure in performing its obligations caused by any circumstances beyond their control including, but not limited to, strikes, lockouts or other industrial action affecting the Company or any of its suppliers.

14. These conditions shall be governed by the Laws of England.

Southend Timber Ltd rear of 648 Sutton Road Southend-on-Sea Essex SS2 5PX