



MIDLANDS

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SOUTHWEST

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CONDITIONS OF SALE

- (A) 'The Seller' means Batsford Timber Ltd., or any of its subsidiary companies which has made a Quotation or Acknowledgement of Order, or Contract subject to these conditions.

(B) 'The Buyer' means the Individual or Individuals or Incorporated or Unincorporated body with which the Seller has contracted subject to these conditions.
- The Seller shall sell and invoice goods at the prices ruling at the date of despatch. All reasonable endeavours will be made to notify the Buyer of alterations in prices between the date of order and the date of despatch.
- In respect of approved credit accounts, payment is due by the last day of the month following delivery, unless otherwise agreed in writing by the Seller. Interest may be charged on any accounts outstanding after the due date for payment at the rate of four percent (4%) above the Bank of England base rate, per month. In all other cases terms of payment are Cash with order, or on Collation. A Credit Account cannot be opened without a signed Application Form, which acknowledges receipt of, and accepts these conditions of sale.
- Without prejudice to its other rights and remedies, in the event of non-payment of account, by or on the due date, the Seller shall be entitled to repossess any goods which are in the possession or control of the Buyer, and if the Seller does so then the Buyer shall cease to be entitled to sell any goods supplied by the Seller.
- In the case of goods 'ex-works' the risk of loss shall pass to the Buyer on collection of the goods. In the case of the Seller agreeing to deliver the goods, risk shall pass to the Buyer on receipt of the Delivery.
- (A) Notwithstanding the delivery of the goods or of any documents representing the goods, the property of each item of the goods shall remain with the Seller until receipt by the Seller of payment in full for such item, and (but so that this provision shall be severable from the foregoing) until receipt by the Seller of payment in full of any sum from time to time owing to the Seller on any account whatsoever.

(B) The Buyer shall (unless agreed by the Seller in writing) ensure that all which are in the possession of the Buyer and the property in which remains with the Seller are stored separately so that they may be readily identified.

(C) Subject to Clause 4 above the Buyer may sell any item of the goods prior to the Seller receiving payment in full for such item, and in such event:

(i) such sale shall be deemed to have been effected by the Buyer as an agent for the Seller; (ii) the Buyer shall hold on trust for the seller and shall account to the Seller for the proceeds of sale of any such item; and (iii) until payment to the Seller in full for such item the Buyer shall maintain such proceeds of sale in a separate Bank Account.
- Whilst all reasonable endeavours will be made to ensure prompt delivery, the time of delivery quoted shall not be a term of the contract, and no liability for late delivery, including any claim for loss of production or other direct or indirect losses or expense, whether notified or known to the Seller, will be accepted.
- The Seller will not be liable for any claim for loss arising from the following :

(A) defects of quality and or manufacture unless full details are notified in writing to the Seller within 3 days from the date of collection or delivery

(B) short delivery, unless claims are notified, in writing, to the Seller within 3 days of receipt.

(C) non-delivery, unless claims are notified to the Seller within 7 days of despatch of goods
- The Seller will only accept the return of goods under the following terms

(A) no returns for Credit or Refund will be accepted unless accompanied by the original Invoice.

(B) returns for credit or refund will only be accepted within 2 weeks of the original Invoice Date

(C) a re-stocking administration charge will be levied at the rate of 10% of the invoiced value, subject to the minimum of £10-00 per return

(D) no return of goods will be accepted by the Seller where the goods have been especially ordered for the Buyer, and are not normally stocked by the Seller
- The Seller does not guarantee or warrant or hold out the suitability of any goods for any particular purpose, and the Buyer acknowledges that he is not relying on the Seller in this respect. The Seller cannot accept any claim for any losses, including claims for loss of production arising from any defect in any goods supplied, howsoever arising.
- These conditions shall govern the contract between the Buyer and the seller, and the Buyer hereby excludes all other liabilities (including liability for its negligence), and all other terms, conditions and warranties express or implied and whether written or verbal not contained herein.
- All proprietary lines are sold by the Seller subject to the same specifications and conditions of sale, (save in so far as they conflict with these Conditions of Sale in which case these Conditions of Sale shall prevail), as are imposed upon the Seller by the particular manufacturer and the acceptance of goods will be treated as an acceptance of such specifications and conditions (save aforesaid). Copies of the manufacturer's Conditions and Specifications are available for inspection during normal business hours.
- Cancellation of orders cannot be accepted by the Seller in respect of the following :

(A) Goods or materials specially ordered by the Seller for the Buyer;

(B) Materials and goods already despatched to the Seller from the manufacturer, or from the Seller to the Buyer;

(C) Material especially cut for the Buyer, and ready for despatch.
- Responsibility will not be accepted for any injury, loss or damage arising from the use of the goods supplied by the Seller, but the Seller does not exclude liability for death or injury to the extent that it results from the negligence of the Seller, or its agents, or employees.
- Unless expressly agreed by the Seller, in writing, addition to or modification of these Conditions shall be deemed not to have been accepted by the Seller.
- The buyer acknowledges that the provisions contained in these Conditions are reasonable having regard to the fact that the Buyer has either inspected the goods prior to the conclusion of the Contract, or has decided, at his own risk, not to inspect the goods.
- These Conditions shall in all respects be construed and carried into effect in accordance with the Laws of England.
- V.A.T. will be charged at the rate ruling at date of despatch.
- Health and Safety at Work Act - Certain products supplied by the Seller could, if incorrectly used, give rise to risks to Health and Safety. Information in respect of such products is freely available.
- These Terms and Conditions of Sale are final, and shall not be replaced by any other document with the same title, unless the Buyer has been informed of the amendment in writing.