

# BARTRAM TIMBER FRAME LTD

## Terms and Conditions of sale

### Definitions

Buyer - means person, firm or company responsible for placing an order.

Company - means Bartram Timber Frame Ltd.

1.1 All orders placed and excepted by the Company only under these terms and conditions. These terms and conditions exclude any other terms and conditions and any provision stipulated all condition in the buyers order from or elsewhere which conflicts with or in any way qualifies or negate any of these terms and conditions shall have no effect and these terms and conditions shall prevail.

1.2 No variation of these terms and conditions is permitted unless expressly by the Director of the Company in writing.

1.3 A quotation given by the Company is not an offer and the Company shall not be bound until Buyer's order has been accepted in writing. The Company reserves the right to withdraw any quotation without prior notice.

2. No cancellation of the whole or any part of any order by the buyer is permitted except where expressly agreed by the Director of the Company in writing. In the event of such agreed cancellation of the Buyer shall indemnify the Company fully against all expenses incurred up to the time of such cancellation in addition to such other remedies as the Company may have.

3.1 Goods are offered for sale at the Company's prices.

3.2 Quotations are based on prices applicable to quantities specified. In the event of orders being placed for lesser quantities the Company shall be entitled to adjust the price of goods as ordered to take account of the variation in quantity.

3.3 The Company reserves the right at any time prior to delivery of the Goods to adjust the price to take account of any increase in the cost of raw materials, freight, labour or services, war risk, insurance rate any charge, duty, levy, imposed on the Goods or any currency fluctuations affecting the cost of imported materials.

4.1 Accounts are due for payment no later than the last day of the month following the date of invoice.

4.2 Credit may be allowed on such terms and conditions as the Company shall at its absolute discretion from time to time prescribe. The Company reserves the right to refuse to accept orders on credit at any time and without giving any reason. In the event of non-payment In accordance with credit terms, the whole of the price of the Goods delivered shall immediately become due and payable and that Company reserves the right to withhold, suspend or cancel outstanding deliveries.

4.3 The Buyer shall not be entitled to withhold payment of any amount payable by the Company by the reason of any dispute or claim of the Buyer and in the case of any short delivery or delivery of damaged Goods, shall remain liable to pay the full invoice price of all of Goods delivered or available for delivery

4.4 The company reserves the right to charge interest at 3% over HSBC bank base rate from the time to the time in force on all overdue accounts, such interest being deemed to accrue on a day-to-day basis from due date for payment.

4.5 The Company reserves the right at any time at his discretion to demand security for payment before continuing with all delivering goods in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Buyer.

4.6 The Company shall be entitled at all times to set off any debt or claim by whatsoever nature which the Company may have against the Buyer against any sums due by the company to the Buyer.

4.7 The Buyer will be deemed to have repudiated the contract and all sums owing to the Company on any account shall become due and payable if the Administrative Receiver, Receiver, Manager or Administrator is appointed over the assets undertaking All property of the buyer or a winding up or administration order against the Buyer is made all petitions, or any Petition or Order in Bankruptcy against the Buyer is presented All made all the buyout resolves to or agrees to all goes into voluntary liquidation (Other than for the purpose of reconstruction or amalgamation while solvent) or calls a meeting of or makes arrangements for compensation with creditors.

5.1 Goods collected by the Buyer from the company's premises shall be deemed to be delivered when they have been loaded to the Buyers vehicle or are otherwise in the Buyers possession. Goods transported by the company shall be deemed to be delivered when they are ready to be unloaded on the site specified by the Buyer. The Buyer shall be liable for any subsequent loss or damage to the goods however caused.

5.2 The Company does not undertake to deliver or collect any land over roads or ground which it considers unsuitable and excepts no responsibility for damage to roads, driveways or paved areas saved where such damaged is occasioned by proved negligence of the Company servant. All necessary

labour and equipment required to unload materials promptly shall be supplied by the Buyer and the responsibility of the Company's driver is limited to handling goods off the vehicle.

5.3 Delivery dates are estimates only and time of delivery is not of the essence of contract. The Company shall not be liable for any loss whatsoever or howsoever arising caused by its non-delivery or by the failure to make Goods ready for collection on the due date.

5.4 The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.

5.5 Where delivery is refused by the buyer or is delayed suspended all made by instalments at the request of the buyer or where the Company is and able to deliver the goods due to circumstances beyond its reasonable control the Company on giving notification of readiness to deliver shall be entitled to treat the contract as fulfilled and shall then place the Goods into store. Delivery will be deemed to have taken place for invoicing payment and the passing of the risk. The Company at the buyer's request shall and in any event my arrange insurance covering the major perils endorsing his own interest. The cost of storage and insurance of the goods shall be for the Buyers account. The cost of abortive delivery will be charged to the Buyer.

5.6 The buyer shall either themselves or by their duly authorised representative sign and delivery ticket as acknowledgement of the delivery provided that on delivery to the interest nominated by the buyer the company shall be entitled to assume that any scenes are given is that of such a representative.

5.7 Deviations in quantity of the Goods delivered (representing not more than 10% by value) from that stated in these terms and conditions shall not give the buyer any right to reject the Goods or to claim damages and the buyer shall be your obligated to accept and pay the Contract right for the quantity of the Goods delivered.

5.8 In the event of any goods or any packing or container being delivered and deposited weather on the public holiday or elsewhere the buyer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection of persons or property in relation to such goods packing or container and shall indemnify the company in respect of all or any costs claims losses or expenses which you might incur as a result of such delivery.

5.9 All sales "to arrive" shall be subject to shipment and safe arrival. Any variation in the total of the wall risk insurance rate or of any charge, fright, tax, levy, duty or in cost on the Goods shall be for the Buyers account. Instructions for delivery must be given in time to enable them to be carried out upon arrival. In the absence of instructions or if the buyer have having given instructions fails to make suitable arrangements for the execution Company may take such steps as they in their absolute discretion consider to be necessary to clear the Goods and may recover from the buyer all expenses thereby incurred.

6. The Buyer is under a duty wherever possible to inspect goods on delivery or on collection as the case may be. The company shall be under no liability for any defects or shortages that would be apparent on careful inspection of the terms of this clause and are not complied with and in any event will be under no liability if a written complaint is not delivered to the Company within 7 working days of delivery Detailing in the alleged defect or shortage. In all cases where defects or shortages are complained of the Company shall be under no liability in respect thereof unless a reasonable opportunity to inspect the goods including all or any striping, batons or packaging in which the goods complained or are contained is provided to the Company before any use is made thereof or any allegation or modification is made there to bind the Buyer. Otherwise the company shall make good any shortage in the goods and where appropriate replace any goods damaged in transit as soon as it is reasonably able to do so but otherwise shall be under no liability whatsoever or howsoever arising from such shortage or damage.

7.1 Risk in the Goods shall pass to the Buyer when the Goods are delivered to, or corrected by the Buyer or its agent.

7.2 The ownership of the Goods sold by the Company to the buyer shall remain with the Company until the Buyer has paid the price for those Goods. For the purpose of these terms all liquidated someone's home by the Buyer to the company on any account or grounds whatsoever shall be deemed to form part of the sold price.

7.3 The Buyer is licensed by the Company to use all to agree to sell the goods delivered to the buyer subject to the express condition that the entire proceeds of any cell are held in trust for the Company and I'm not mixed with other monies paid into an overdrawn bank account and shall at all times the identifiable as the Company's money

7.4 Until title to the Goods passes: - The Buyer Will hold the goods as fiduciary agent and bailee for the Company. Good goods sell subject to clause 7.3 be kept separate and distinct from all other property of the buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company and the Buyer will not allow any interference with any identification marks or serial numbers on the goods all the packing thereof. Without prejudice to any other rights The Company may at any time revoke the power of sale and use contained in clause 7.3 by notice to the Buyer if the Buyer is in default in the payment of any sum whatsoever due to the Company (Whether in respect of the Goods or any other Goods supplied at the time by it to the Buyer) or if the Company has bona fide doubts as to the solvency of the Buyer. The buyer's power of sale and use contained in clause 7.3 shall automatically cease upon the happening of any of the events set out in clause 4.7 Or if the Buyer takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous at all proceeding under foreign law and all sums owing to the Company on any account shall become due and payable forthwith without requirement of any notice to be given.

7.5 The Buyer shall place any of the goods in its possession or under its control and unsold at the disposal of the Company and the Company by its servants or agents shall be entitled to enter any premises of the Buyer or any premises under the Buyer's control all to which the buyer has a right of access all the purpose of inspection repossession and removal of such Goods at any time.

7.6 All 'non-stock' Goods ordered and there upon return to the Company will be subject to a restocking charge of between 10-25% depending upon the ruling at the same time and is subject to any carriage charge that this may incur.

8.1 No representation or warranty is given as to the suitability or fitness of the goods for any or any particular purpose and the Buyer shall satisfy itself in this respect and shall be totally responsible therefore.

8.2 Where samples are submitted these are drawn from the bulk and are representative of the whole and no guarantee can be given that every item will be the same in all material respects as the sample.

8.3 Any Goods manufactured, and treated all milled current design quantity measured or specification of the Buyer or its experts are produced without warranty of any kind except that compliance with the design quantity measurement or specification. The buyer will unconditionally fully and effectively indemnify the company in respect of any claim resulting there from including the infringement of patents, copyrights, design, trademark or any other industrial or intellectual property rights resulting from the company's use of the said design or specification.

8.4 In the event that the Company provides estimates of quantities all measurements on the basis of drawings and/or Bills or quantities and/or specification submitted by the buyer, the Company shall exercise reasonable care in so doing but the company accepts no liability for any inaccuracies in the estimates or calculations.

8.5 Whilst the company takes every precaution in the preparation of its catalogues, technical circulars, pricelists and its other literature these documents are for the buyer's general guidance only and the takers contained therein shall not constitute representations by the Company and the Company shall not be bound thereby. The Buyer hereby acknowledges that it has not relied upon any representation made to him by the Company or any of its servants or agents save as expressly incorporated in the contract.

9.1 Nothing in these Terms and Conditions shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from negligence.

9.2 The Company agrees that if any defect in the Good supplies caused by faulty design, manufacture, materials, workmanship or a processing but not caused by abnormal use, misuse or neglect, is discovered that Company will in its absolute discretion either replace the goods or refund the purchase price.

9.3 The Buyer cannot claim the benefit of this clause unless the defect is discovered during the period of 12 weeks commencing with the date of dispatch And he informs the Company of the relevant defects in writing within 7 working days of discovering it And he returns to to the goods to the Company at his own expense. The risk of accidental loss whilst the Goods are being returned will be borne by the Buyer.

9.4 In consideration for receiving the benefit of this clause, the buyer agrees that, no other terms, weather conditions warranties or innominate terms, Express or implied, statutory or otherwise shall form part of this contract

(Except where the buyer deals as a customer within section 12 of the Unfair Contract

Terms Act 1977 when the terms employed by section 13, 14 and 15 of the sale of goods act 1979 shall be implied into the contract).

9.5 The Company shall not be liable any consequential loss or indirect loss suffered by the Buyer or any customer of or purchaser from the Buyer as to which the Buyer shall hold the company fully effectually indemnified Whether this loss arises from breach of duty in contract or in part or in any other way (including loss arising from the companies negligence).

9.6 Without prejudice to any other provision in these conditions in any event the Company's total liability for any one claim All for the total of all claims arising from any one claim or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the contract price for the Goods supplied save in respect of the Company's liability for death or personal injuries resulting from negligence.

10. The Company shall be liable for or any failure to deliver goods arising from circumstances outside its control including but not limited to acts of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, Government action or regulations UK or otherwise) Delayed by suppliers, accidents and shortages of materials, labour or manufacturing facilities.

11. If any provision of this contract shall be void or unenforceable in whole or in part, the remaining provisions and the remainder of the provision affected shall remain in force and effect.

12. The contract shall be governed by and construed in accordance with English law and all disputes arising in connection with the contract shall be submitted to the jurisdiction of the English Courts.

#### **Data Protection Act 1998**

1. We may transfer information about you to add financiers, who:

- (a) My use, analyse and assess information about you, including the nature of your transactions, and exchanged such information With other members of the group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;
  - (b) From time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that make searches;
  - (c) May give information about you and your indebtedness to the following:
    - (i) our all their insurers for underwriting and claim purposes;
    - (ii) any guarantor or indemnifier of you all or our obligations to enable them to assess such obligations;
    - (iii) their bankers or any advisors acting on their behalf;
    - (iv) any business to whom your indebtedness or our agreements with our finances may be transferred - to facilitate such transfer;
    - (d) may monitor and/or record any phone calls you may have with them, for training and/or security purposes;
    - (e) in the event that the transfer all or any of the rights and obligations under the agreement with us to the third party, may transfer information about you to enable the third party to enforce their rights
- all comply with the obligations.

2. We will provide you with details of our financier on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from who they obtain and to whom they may give information about you. You also have the rights to receive a copy of certain information they hold about you if you applied to them in writing. However, a fee will be payable.

#### **Divisibility Clause**

Sale of goods

This contract is divisible. Each delivery made hereunder:

- (i) Shall be deemed to arise from a separate contract, and
- (ii) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect or default in the delivery of any other instalments.

#### **GDPR**

You consent that we can share financial information with our financiers