



Pixash Works, Pixash Lane, Keynsham, Bristol BS18 1TR
Telephone: 0117 9861383 Facsimile: 0117 9861725

CONDITIONS OF SALE

All goods offered subject to being unsold on receipt of reply and subject to our usual terms and conditions of sale as amended including the Standard terms and conditions of sale ex-stock and to arrive adopted by the appropriate sections of the TIMBER TRADE FEDERATION of the United Kingdom and applied by all Departments of this Company.

1. These conditions shall apply to any contract made between the Seller and the Buyer and the Buyer is hereby given notice of the terms thereof.
2. No quotation issued by the Seller shall constitute an offer to sell the goods referred to therein. Any order placed by the Buyer in response to such a quotation shall constitute an offer made to the Seller on the conditions set out herein and shall only be binding on the Seller if it is accepted by the Seller in writing.
3. No variation or waiver of or addition to these conditions shall be binding unless expressly confirmed by the Seller in writing.
- 4A. Goods are not tested or sold as fit for any particular purpose and any term warranty or condition express implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Seller's liability (in contract, tort or otherwise) to the Buyer arising under out of or in connection with this contract or the goods supplied hereunder exceed the invoice price of the particular piece(s) concerned. The Seller shall be under no liability for loss or damage or delay howsoever arising caused by circumstances outside his control.
- 4B. The Buyer hereby acknowledges that it has not relied on any representation made to him by the Seller in relation to any goods save as is expressly incorporated in the Contract.
5. Any time or date named by the Seller for despatch or delivery of goods is given and intended as an estimate only and the Seller shall not be liable for the consequences, direct or indirect of any failure to despatch or deliver the goods within a specified time or by a specified date or otherwise for any delay in such a despatch or delivery howsoever arising; nor shall such failure or delay entitle the Buyer to cancel the order so far as any goods remain to be delivered thereunder.
6. The property in the goods shall not pass to the Buyer until the Buyer has paid to the Seller the whole price thereof. If, notwithstanding that the property in the goods has not passed to the Buyer, the Buyer shall sell the goods in such 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. The Buyer agrees that prior to the payment of the whole price of the goods the Seller may at any time enter upon the Buyer's premises and remove the goods therefrom and that prior to such payment the Buyer shall keep the goods separate and identifiable for this purpose. Nothing herein shall constitute the Buyer the Agent of the Seller for the purposes of any such sub-sale. Notwithstanding that property in the goods shall not pass to the Buyer save as provided above, the goods shall be at the risk of 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 the earlier. Goods will be stored rent free for fourteen days from the date of this contract or the date of collection (if any is agreed upon) or the date when the goods are available for collection, whichever is the later, after which the Buyer shall pay rent. Any delay caused by the unreasonable act or default of either party to rail or road transport or craft furnished by the other to be for the account of the party causing the delay.
7. If the Buyer shall fail to make due payment of all monies due by the Buyer to the Seller on whatever account then until all such monies have been paid the Seller shall be entitled to withhold delivery of the goods or any part thereof and during such a 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 that he fails to do so within such limit, 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 thereof.
8. Notice of any claim arising out of or in connection with this contract must be given in writing to the Seller within 7 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. The Seller shall be under no liability whatsoever if bulk is broken pending settlement of any claim, or, where the goods collected or delivered include plywood or particle board, if the marked battens on the packages (if any) are not produced with the goods for inspection by the Seller.
9. If it is agreed that the goods be processed the Seller may arrange for such processing to be performed by a third party and in such case the operation shall be carried out on the Standard Terms and Conditions of the Third party.
10. All sales to 'arrive' shall be subject to shipment and safe arrival. 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 Buyer's account. Instructions for delivery to be given in time to enable them to be carried out upon arrival. 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.
11. 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 or 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.
12. 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 contract and prior to delivery of the goods to the Buyer shall be for the Buyer's account, save that if any contract made by the Seller to procure the goods provides for cancellation of 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.
13. 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 terminate the contract in any circumstances whatever.
14. All prices quoted are exclusive of Value Added Tax where applicable. Payment for the goods shall be made on or before the date fixed in accordance with the terms agreed between the Buyer and Seller for the operation of the account between them; in the event that payment shall not have been made by such date the Seller shall also be entitled to immediate payment of and to recover all monies under any other contracts between them whether or not the relevant credit period for payment has expired thereunder and shall further be entitled to recover from the Buyer interest on any outstanding balance at the rate of 2% above the Lloyds Bank PLC Base Rate for the time being in force for the period from such date until the date of payment.
15. Where these Terms and Conditions in any way conflict with any terms on which the Buyer has purported to purchase the goods, then the provisions of any such terms of the Buyer shall be deemed to be ineffective to the extent that they are inconsistent herewith.
16. All sawmilling, kilning or other conversion of goods are subject to the London District Sawmill Owners' Association general conditions of terms.

Signed :

DATE :

Registered Office: Pixash Works, Pixash Lane, Keynsham, Bristol BS18 1TR

Directors: C. M. TOOGOOD

P. W. WILLIAMS Co. Reg. 173 4569

VAT Reg. No. 358 153249