

TERMS AND CONDITIONS OF TRADING

1. All sales entered into by Prowood Ltd ("the Seller") are subject to these terms and conditions which shall apply to every order placed with the seller and to every contract arising from any such order except to the extent to which the terms and conditions have been varied or modified by an express provision duly set out on the Sellers Forms of Acceptance or Confirmation of Orders. In the event of any discrepancy or inconsistency between these terms and conditions of trading and any terms and conditions of trading by the Buyer or other person placing an order with the Seller these present terms and conditions shall prevail.
2. Each order is subject to the relevant goods being unsold at the time of the receipt of the order by the Seller.

All acceptances by the Seller shall be in writing on the Sellers official Forms of Acceptance or Confirmation of Orders and unless and until confirmed in writing on the Sellers said official Forms no oral acceptance given or purported to be given by or on behalf of the Seller of any order placed with the Seller shall operate to impose any legal liability or obligation whatsoever in relation thereto either on the Seller or any of its servant or agents.

No variation or waiver of or addition to these conditions shall be binding unless expressly confirmed by the Seller in writing.
3. Wood goods supplied shall be of the species stated in the Buyers Order but the Seller reserves the right to vary the quantities 10 per cent more or less.
4. All sales relating to goods "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 charged to the buyers account. The buyer shall give to the Seller adequate instructions for delivery of the goods and in sufficient time to enable them to be carried out upon arrival. In the absence of such instructions or if the buyer orders the goods to be transported by rail, road or craft and then fails to provide such transport when the goods are available the Seller may take such steps as in its absolute discretion it considers necessary to clear the goods and may recover from the buyer all expenses thereby incurred.
5. Any variation in the cost to the Seller of delivering the goods to the Buyer or in charges relating to the goods which occurs after the date of the contract and prior to delivery of the goods to the buyer shall be for the buyers account save that if any contract made by the Seller to procure from a third party the goods the subject of any order 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, as a result of any such provision such contract is in fact cancelled then the Seller shall have the option of cancelling its contract with the buyer in whole or in part by notifying him in writing in respect of any goods not delivered to the buyer as at that date.
6. Until the Seller has received payment in full of all monies due from the Buyer on any account in respect of any order: -
 - (a) The goods comprised in any contract of sale between the Seller and the Buyer remain the property of the Seller although the risk therein shall pass to the buyer when the goods are collected by or delivered to the buyer or after the expiration of the rent free period referred to in the sub clause (f) below whichever is earlier.
 - (b) The Seller may recover those goods at any time from the Buyer if in his possession if the amount outstanding from the Buyer to the Seller in respect of goods supplied shall remain unpaid and for this purpose the Buyer shall keep the goods separate and identifiable and the Seller its servants and agents may enter upon any land or building upon which the goods are situated.
 - (c) The Buyer has the right to resell the goods in the course of his business for the account of the Seller (but any warranties, conditions or representations given or made by the Buyer to any Third Party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto) and to pass good title to the goods to his customers being a bona fide purchaser for value without notice of the Sellers rights. Nothing in this condition shall constitute the Buyer as the agent of the Seller for the purpose of any such sub sale.
 - (d) In the event of such a resale the Buyer has a fiduciary duty to the Seller to account to the Seller for the proceeds and must retain such proceeds in a separate account in trust for the Seller, but may retain therefrom any excess of such proceeds over the amount outstanding under any sale contract between them.
 - (e) Nothing in this condition shall confer any right upon the buyer to return the goods sold hereunder or to refuse or delay payment therefore unless otherwise agreed.
 - (f) Goods will be stored rent free by the Seller for fourteen days from the date of contract or the date for 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 at the rate charged by the Public Dock Authorities in the area. Any costs incurred by the Seller in respect of delays to rail or road transport or craft furnished by the Seller caused by the unreasonable acts or default of the Buyer shall be charged to the Buyer's account.
 - (g) Notwithstanding and without prejudice to the preceding provisions of this clause the Seller may at his sole option and at any time by notice in writing to the Buyer transfer the property in the goods to him.
7. (a) Until the Buyer shall have paid all monies due to the Seller on any account in respect of any order the Seller shall be entitled to withhold delivery of any further goods to the Buyer and such goods shall be deemed not to be available for collection.
 - (b) If the Buyer does or suffers to be done anything which might prejudice his ability to pay the full price under a contract or if the Buyer shall fail to take delivery or collect the goods within the time limits provided for under the relevant contract the Seller shall be entitled to treat such act or failure as a repudiation of the contract and may without prejudice to its other rights accept such repudiation without notice as termination thereof.
8. The Buyer shall not be entitled to withhold or set off payment of any amount due to the Seller under the terms of any Contract whether in respect of any claims of the Buyer in respect of faulty, or defective goods, or for any other reason which is contested or liability for which is not admitted by the Seller.
9. Notice of claim arising out of or in connection with a contract must be given in writing to the Seller within seven working days from the date when the goods are collected or delivered failing which all claims (other than claims arising out of or in connection with defects not discoverable upon reasonable examination of the goods) shall be deemed to be waived and absolutely barred.

In any event the Seller shall be under no liability for shortage or damage in transit or for deviation, misdelivery, delay or detention unless the Seller and the carrier are advised thereof in writing otherwise than upon a consignment note or delivery document within three days and a claim is made in the Seller and the carrier in writing within seven days after the termination of transit as defined under the current conditions of carriage of the Road Haulage Association (in the computation of time for this purpose the following days shall not be included: in England and Wales, Sunday, Good Friday, Spring Holiday or Autumn Holiday). 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.
10. Goods are not tested or sold as fit for any particular purpose and any term warranty or condition to the contrary whether express implied or statutory is excluded. In no circumstances whatsoever shall the Sellers liability (in contract Tort or otherwise) to the Buyer arising under out of or in connection with any contract or the goods supplied thereunder exceed the invoice price of the particular piece or pieces concerned. The Seller shall be under no liability for loss or damage or delay howsoever arising caused by circumstances outside its control.
11. All terms express or implied relating to the quality of goods are warranties only the breach of which gives the Buyer the right to reject the goods or terminate the contract in any circumstances whatsoever.
12. The Seller reserves the right to levy a minimum rehandling charge of 10 per cent of the value of any goods returned by the Buyer through no fault of the Seller.
13. 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 in accordance with the standard terms and conditions of the third party.
14. In the case of goods shipped by seagoing container(s) direct ship to the Buyer's premises the Buyer shall be liable for any demurrage incurred.
15. The Seller shall be entitled to withhold or set off payment of any amount due to the Buyer under the terms of any contract, in respect of goods or services supplied by the Buyer to the Seller.
16. All prices quoted are exclusive of value added tax. Payments for the goods shall be made on or before the date fixed in accordance with the terms agreed between the Buyer and the Seller for the operation of the account between them. Where payment shall not have been made by the due date the Seller shall be entitled to recover from the Buyer interest on any outstanding balance at the rate of two per cent above the Bank of England minimum lending rate for the time being on force for the period from such date until the date of payment. Any expense incurred by the Seller in recovering monies due to it from the Buyer shall be payable by the Buyer.
17. Where any supplier of the Seller in respect of goods sold by him to the Seller validly excludes, restricts or limits his liability to the Seller in respect of any such goods subsequently supplied by the Seller to the Buyer or any loss or damage arising in connection therewith or in respect of any liability of the Seller to the Buyer in respect of such goods or of any loss or damage arising in connection therewith shall be correspondingly excluded, restricted or limited.

Any term, warranty or condition express or implied or statutory to the contrary is excluded. The Seller will upon request supply the Buyer with details of any such exclusion, restriction or limitation.
18. If any contract is made by the Seller to procure goods for the Buyer provides for variation of price or for the cancellation of such contract in the event of alteration in rate 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 is cancelled the price of such goods under the contract shall be varied by the same amount or the Seller at its option shall be notifying the Buyer in writing have the right to cancel the contract in respect of any goods not delivered to the Buyer as at the date of cancellation.
19. Any provision herein set out to the extent to which it would by virtue of the Unfair Contract Terms Act 1977 be of no effect as against the person dealing as a consumer shall not apply in respect of a sale to a person so dealing.