

John Grimes Sawmills Ltd

Terms and Conditions of Sale

GENERAL

-) These conditions apply to all sales of goods by any branch, division or any member company of John Grimes Sawmills Ltd (The Seller) to the party who purchases the goods (the "Buyer") and shall prevail over any other terms or conditions contained or referred to in the Buyer's order for the supply of goods, whether made verbally by telephone to the Seller or as set out in the Buyer's purchase order form, the Buyer's written or verbal acceptance of the Seller's quotation or otherwise (the "Order") or in response or elsewhere or implied by trade custom, practice or course of dealing unless such other terms or conditions are specifically agreed to in writing by the Seller. The Seller's agents shall not have authority to enlarge, vary or exclude any of these conditions. Any purported enlargement, variation or exclusion thereof shall be without effect unless specifically agreed to in writing by the Seller and the Buyer.
-) No terms or conditions of any main building contract or sub-contract shall affect these conditions whether or not the Seller has notice thereof.
-) The headings appearing above each condition are included for reference purposes only and shall not affect or limit the interpretation and effect of these conditions.

BASIS OF CONTRACT

-) The Order constitutes an offer by the Buyer to purchase the goods set out in the Order (the "Goods"; including any part of them) in accordance with these conditions. The Buyer is responsible for ensuring that the terms of the Order are complete and accurate.
-) The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point the contract between the Seller and Buyer for the sale and purchase of the goods (the "Contract") shall come into existence.
-) A quotation by the Seller shall constitute an invitation to treat and not an offer. The Seller may withdraw or amend any quotation at any time prior to the Seller's acceptance of the Buyer's Order

GOODS

-) The Goods are described in the Seller's brochure or similar marketing material.
-) Any estimates in respect of quantities needed or advice as to the suitability or fitness of any goods for any particular purpose given by the Seller or its servants or agents will be treated as without obligation or responsibility on the part of the Seller and the Buyer will be entirely responsible for ascertaining the quantities required and the suitability and fitness of the Goods for their purpose.

PRICE

-) Subject to sub-clause (d) hereof, the price payable for the Goods sold shall be that contained in the Seller's current price list at the time of despatch, notwithstanding that this may differ from the price stated in any quotation by the Seller, unless the price noted was not a list price current at the time of the quotation.
-) The Seller reserves the right to make such alterations to its price list as it thinks fit.
-) Subject to sub-clause (d) hereof, if there is no list price for the Goods sold, or if the price quoted was not a list price current at the time of the quotation, then the price to be paid shall be the price specified in the quotation provided that the Order has been accepted within the period specified in the quotation.
-) In addition to having the right reserved by sub-clause (b) hereof, the Seller shall have the right at any time and without notice to revise the price payable for the Goods sold to take account of increases in costs including (without limitation) costs of any goods or materials carriage labour or overheads the increase or imposition of any tax duty or other levy and any variation in exchange rate since the date of preparation of the current price list or (in cases falling within sub-clause (c) hereof) acceptance of the Order.
-) Unless otherwise agreed by the Seller in writing all prices shall be deemed to be exclusive of Value Added Tax which shall be payable in addition by the Buyer at the rate prevailing at the tax point.
-) Unless otherwise agreed by the Seller in writing the Seller reserves the right to charge the Buyer as an additional cost the cost of transportation of the Goods to the destination requested by the Buyer.

TERMS OF PAYMENT

-) Credit accounts may be opened, subject to satisfactory credit references obtained in the Seller's sole discretion. Payment for goods supplied on a credit account shall become due and payable within 30 days following the month of invoice of the Goods. The event of there being any default by the Buyer in making payment as aforesaid the entire balance of the said account shall be payable forthwith and the Seller shall be entitled to charge interest thereon in accordance with sub-clause (d) hereof.
-) Where sub-clause (a) hereof does not apply payment for goods is due when the Buyer places the Order.
-) Time of payment of all sums due from the Buyer to the Seller is of the essence. The Buyer shall not be entitled to withhold or set off payment of any amount due to the Seller under the terms hereof whether in respect of any claim by the Buyer in respect of Goods supplied by the Seller or for any other reason which is contested or for which liability is not admitted by the Seller.
-) Without prejudice to the Seller's right to enforce payment, if the Buyer fails to make payment as hereinbefore provided the Seller shall be entitled to charge interest on any balance outstanding from the date the same became due for payment at the rate then being payable under the Late Payment of Commercial Debts (Interest) Act 1988.
-) Interest shall become due and payable pursuant to the foregoing clauses notwithstanding the fact that a portion of the account be subject to any dispute or query.
-) If in the case of any sale involving more than one delivery default is made in payment on the due date the Seller shall have the right forthwith to suspend any further deliveries until payment, or by notice in writing to the Buyer to terminate the Contract in its entirety whether or not the same is severable.
-) If at any time the Buyer (being an existing credit account customer) being a company shall alter its constitution or being a sole trader or partnership shall become incorporated or amalgamated with others it shall be the duty of the Buyer to give prior written notice of the intended change (should the Buyer wish to continue credit account facilities following any intended change). Continuance of trading with the amalgamated entity or commencement of trading with a new entity shall be in the sole discretion and only deemed undertaken by the Seller on a written acknowledgement and acceptance is issued by the Seller's Credit Controller, Director or Company Secretary.

DELIVERY

-) The Seller shall deliver the Goods to the location set out in the Order or such other location as the parties may agree and delivery of the Goods shall be completed on the Goods arrival at such location, unloaded.
-) Delivery dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates, nor shall time be of the essence of any contract.
-) Where delivery to site is undertaken by the Seller it is on the understanding that there is a suitable road to the point on the site where delivery is requested. If no such road exists delivery will be made to the nearest point to which in the opinion of the Seller's driver motor lorries can safely proceed and unload.
-) All necessary labour and equipment required to unload materials properly shall be supplied by the Buyer and the Seller's drivers shall not be responsible for unloading.
-) If the Seller fails to deliver any Goods, its liability in respect of such Goods shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of such goods. The Seller shall have no liability for any failure to deliver Goods to the extent that such failure is caused by a force majeure event, as set out in clause 14, or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of Goods.
-) If the Buyer refuses or fails to take delivery of Goods tendered in accordance with the Contract the Seller shall be entitled to immediate payment in full for the Goods so tendered whether or not the Seller maintains a credit account in respect of the Buyer pursuant to clause 5(a) hereof. The Seller shall be entitled to store at the risk of the Buyer any Goods of which the Buyer refuses or fails to take delivery and the Buyer shall in addition to the purchase price pay all costs of such storage and any additional cost or carriage incurred as a result of such refusal or failure. If 15 days after the day that the Seller tendered the Goods for delivery the Buyer has failed to take delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.

RISK

-) The risk in the Goods shall pass to the Buyer upon delivery.

TITLE OF GOODS

-) Title to Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for:
 -) the Goods; and
 -) any other goods or services that the Seller has supplied to the Buyer.
-) Until title to Goods has passed to the Buyer, the Buyer shall:
 -) hold the Goods on a fiduciary basis as the Seller's bailee;
 -) store those Goods separately from all other items held by the Buyer so that they remain readily identifiable as the Seller's property;
 -) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 -) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 -) notify the Seller immediately if it becomes subject to any of the events listed in clause 15;
 -) give the Seller such information relating to the Goods as the Seller may require from time to time, including the location of the Goods; and
 -) afford to the Seller access to the Goods during all normal business hours whether the goods are on land occupied by the Buyer or a third party, or if the Buyer may resell or use the Goods in the ordinary course of its business.
-) Before title to the Goods passes to the Buyer, provided that the Goods have not been resold, or irrevocably incorporated into any other product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

SELLER'S LIABILITY

-) The Seller does not exclude liability for death or personal injury to the extent that it results from the negligence of the Seller, its servants or agents.
-) The Seller accepts any liability for fraud or fraudulent misrepresentation, for any breach on its part of any undertaking as to title implied by section 12 of the Sale of Goods Act 1979 or by section 8 of the Supply of Goods (Implied Terms) Act 1973, for defective products under the Consumer Protection Act 1987 or any other matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
-) The Seller does not accept liability for shortages in quantities delivered unless the Buyer notifies the Seller of any claim for short delivery of the goods within 2 working days of the delivery to the Buyer or to the Buyer's instructions in such circumstances as the Seller's liability shall be restricted to making good the shortage.
-) The Seller agrees to repair or replace free of charge any Goods which, in the opinion of the Seller, are defective due to a manufacturing fault, but only if the same is reported to the Seller in writing within 2 working days of delivery of the Goods to the Buyer or the Buyer's order, but the Seller will not be responsible either for the cost of removing any defective Goods from any place where they are installed or affixed (or for making good the said place after removal) or for the cost of installing or affixing in such place any repaired or replacement Goods unless the same shall have been previously agreed in writing with a Director of the Seller.
-) Save as aforesaid, all liability for any representations whether oral or in writing and all guarantees, conditions or warranties whether expressed or implied by statute, common law or otherwise is hereby excluded and the Seller shall not be liable for any loss (including loss of profit or consequential loss), damage or delay or expense of any kind whatsoever and howsoever caused (including by breach of contract, breach of statutory duty, the negligence of the Seller its servants or agents or otherwise).
-) Save as to the matters set out in (a) and (b) above, the Buyer acknowledges and agrees that he is able (if he so wishes) to insure against the risk of any loss (including loss of profit or consequential loss), damage or delay or expense of any kind whatsoever and howsoever caused (including by the negligence of the Seller its servants or agents).
-) If the Buyer is dealing as consumer as defined by section 12 of the Unfair Contract Terms Act 1977 the Seller does not exclude liability for obligations arising under sections 13, 14 and 15 of the Sale of Goods Act 1979 or under sections 9, 10 and 11 of the Supply of Goods (Implied Terms) Act 1973.
-) Where fine or special tolerances are required in the Goods supplied beyond those generally accepted in the building trade, no liability will attach to the Seller unless such fine tolerances are notified in writing to the Seller at the time of Order and the Seller has acknowledged in writing that it is prepared to accept such Order.
-) The Buyer shall indemnify the Seller against any liability which the latter may incur (whether as a result of or in connection with court proceedings or under the terms of a bona fide out of court settlement) as a result of a claim against the Seller under Part 4 of the Consumer Protection Act 1987 in respect of an alleged defect in the Goods.

MEASURES

-) The Seller shall have the option to supply all or any of the Goods in either metric or imperial sizes in the nearest equivalent measure and Goods may be charged in metric measure allowing for conversion.

I. PACKAGING

-) A charge will be made by the Seller for packaging to cover the cost of labour and materials.
-) Pallets will be charged for but charges will be credited in full when returnable empties are returned to the Seller carriage and in good condition.
-) The Buyer will be solely responsible for the disposal of any waste arising from the Goods and will comply with applicable laws, regulations and waste management licences relating to such waste. The Buyer will indemnify the Seller against all costs, claims, liabilities and expenses incurred by Seller arising from or in connection with any breach by the buyer of this clause 11(c).

2. CANCELLATION OF ORDERS

-) The Seller may in its sole discretion accept or reject the cancellation of any Order once such Order has been accepted by the Seller. The Seller will in no circumstances accept the cancellation of an Order for Goods which are to be specially made or obtained once such an order has been accepted by the Seller nor will any allowance be made in respect of such Goods where they are subsequently returned.

3. RETURN OF GOODS

-) The Seller may in its sole discretion accept or reject the return of any Goods which have been incorrectly ordered. In the event that the Seller decides to accept the return of such Goods, such acceptance shall be upon such terms as the Seller may

terminate and in particular the Seller reserves the right to charge for the carriage and handling of such Goods.

1. FORCE MAJEURE CLAUSE

The Seller shall be under no liability for any loss (including consequential loss), damage, or delay or expense of any kind whatsoever caused wholly or in part by Act of God, outbreak of war, civil commotion, governmental policies or restrictions or control, including restrictions of export or import or other licences, trade or industrial disputes of whatever nature, whether or not such dispute involves the Seller, its servants or agents, or by any other contingency whatsoever which is beyond the control of the Seller.

5. BUYER'S BANKRUPTCY OR INSOLVENCY

If the Buyer makes a proposal for or enters into a scheme of arrangement or a composition with his or its creditors or fails to comply with a statutory demand for the repayment of a debt within the time therein allowed, or if (where the Buyer is an individual or where the Buyer is a partnership, in the case of any individual partner) an application is made to the court under Part VIII of the Insolvency Act 1986 for an interim order for the purpose of a voluntary arrangement or an order is made for the administration of the Buyer's estate pursuant to Part VI of the County Courts Act 1984 or a bankruptcy petition relating to him is presented to the court, or he is adjudged bankrupt, or if (where the Buyer is a company) a petition for an administration order is presented to the court pursuant to Part II of the Insolvency Act 1985 or the Buyer passes a resolution or the court makes an order that it shall be wound up (otherwise than for the purpose of amalgamation or reconstruction) or a receiver or administrative receiver is appointed of any or of the assets or undertaking of the Buyer or circumstances arise which entitle the court or a creditor to appoint a receiver or administrative receiver or (where the Buyer is either a company or a partnership) which entitle the court to make a winding-up order or (whether the Buyer is a company, a partnership or an individual) the Buyer takes or suffers any similar action in consequence of debt, the Seller may stop any Goods in transit and suspend further deliveries and may forthwith determine the contract without prejudice to the continuation of all the Seller's rights hereunder and to any existing claims. Where Goods have been delivered but not paid for, the price shall immediately become due and payable.

3. NON-WAIVER OF RIGHTS

The Seller's failure by either party to the contract to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

7. NOTICES

All notices hereunder shall be in permanent readable form and shall be deemed properly delivered if addressed to that party concerned at its principal place of business or last known address.

3. MEASUREMENTS AND SPECIFICATIONS

The measurements in any brochure published by the Seller are approximate and are to give a rough idea of size and dimensions. The Seller reserves the right to change specifications without notice. Chain of Custody (COC) certificated materials are available upon request. The group runs Forest Stewardship Council (FSC) COC scheme. It is the Buyer's responsibility to request COC certificated materials at the time of the Buyer placing the Order. It is the Buyer's responsibility to retain the relevant and necessary documentation detailing the volumes of COC certificated materials supplied by the seller. Copies of the Seller's COC certificates are available upon written request by the Buyer from the seller's head office.

3. SEVERANCE

) If any court or competent authority finds that any provision of these conditions or the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these conditions or the Contract shall not be affected.

) If any invalid, unenforceable or illegal provision of these conditions or the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

1. GOVERNING LAW AND JURISDICTION

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.