

Timber Stair Manufactures Ltd

Registered in England No.05144280

TERMS AND CONDITIONS OF SALE

1. GENERAL

- a The Company means Timber Stair Manufacturers Ltd unless otherwise expressly stated in the contract: 'the Contract' means any agreement between the Company and the Customer for the supply of goods by the Company to the Customer and: 'Goods' means the subject matter of the contract including (but not limited to) raw materials, finished or semi finished materials or articles, machinery, and spares, commodities etc, whether one or a number of items whether or not identical or similar.
- b Regardless of prevalence and communication timings any contract will be subject to these Conditions to the exclusion of any conditions of order or purchase of the Customer or any other standards, specifications or particulars of or adopted by the Customer unless expressly accepted in writing by the Company as part of the contract.

2. QUOTATIONS AND TENDERS

- a No order placed in response to the Company's quotation will be binding unless accepted by Company in writing.
- b Tenders submitted by the Company shall remain open for acceptance for a period of 30 days from the date of tender, unless in the tender some other period is specified or accepted.

3. PRICES

- a Where the goods are sold by reference to the Company's published price list, the price payable for the goods shall be the ruling price as published in the price list current at the date of despatch of the goods from the Company's works.
- b In other cases and unless otherwise specifically stated in writing the price stated in the contract is based on the cost to the Company of materials, fuel and power, transport and labour at the date of acceptance of the order of quotation (whichever is the earlier). If at the date of despatch of the goods from the Company's works there has been any increase in all or any of such costs, the price payable for the goods may at the request of the Company be increased accordingly.
- c Where the price for the goods is varied in accordance with this condition the price as varied shall be binding on both parties and shall not give either party any option of cancellation.
- d There shall be added to the price for the goods any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the goods (whether initially charged on or payable by the Company or the Customer)
- e Unless stated otherwise the price includes packing and delivery by method of transport of the Company's choice to the destination stated in the contract, such destination is on the mainland of Great Britain and provided the value of the order meets or exceeds the prevailing minimum unit value published in the contracted quotation.

If such destination is not on the mainland of Great Britain and unless otherwise agreed in writing the goods will be delivered ex works. If the value of the order does not exceed the prevailing minimum value the appropriate surcharge shall be charged. If the contract stipulates, or the Customer requests, special packing and/or transport arrangements, the extra cost will be for the account of the Customer. Delivery means to the nearest point to the destination stated in the contract for delivery on a road suitable in the opinion of the driver for the vehicle used. The Customer will provide the necessary labour and mechanical equipment to unload the vehicle with the minimum of delay.

- f Payment shall be made in pounds sterling.

4. TERMS OF PAYMENT

Subject to credit being approved and unless otherwise expressly agreed accounts are due for payment not later than the end of the month following the month of despatch: otherwise payment must be received before the commencement of manufacture. When deliveries are spread over a period each consignment will be invoiced as dispatched and each month's invoices will be treated as a separate account and be payable accordingly. Failure to pay for any goods or for any delivery or instalment shall entitle the Company to suspend further deliveries and work both on the same order and on any other order from the Customer without prejudice to any other right the Company may have.

The Company also reserves the right to charge interest on overdue accounts at the rate of 5% per month. The company reserves the right where genuine doubts arise as to a Customer's financial position or in the case of failure to pay for any goods or any delivery or instalment as aforesaid to suspend delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

5. NON-STANDARD ORDERS

Where the Company accepts orders for goods of materials of a type, size or quality not normally produced by the Company, the Company will use all reasonable endeavours to execute the order, but if it proves impossible, impracticable or uneconomical to carry out or complete the order the Company reserves the right to cancel the contract or the uncompleted balance thereof, in which event the Customer will only be liable to pay for the part thereof actually delivered.

6. DELIVERY AND COMPLETION DATES

- a The delivery or performance dates specified in the contract are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery. The Company will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver if the duration of the delay is not substantial or if the delay or failure is due to act of God, fire inclement or exceptional weather conditions, industrial action (whether at the Company's premises or elsewhere), hostilities, break downs, shortage of labour, materials, power or other suppliers, late delivery or performance of non-delivery or non-performance by suppliers or sub-contractors, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond the Company's control or of an unexpected or exceptional nature.

- b No delay shall entitle the Customer to reject any delivery or any further instalment or part of the order or any other order from the Customer or to repudiate the contract or the order.
- c The Company cannot undertake to meet any schedule of Customer's requirements supplied after the date of the contract and will have no liability whatever for delay in meeting or failure to meet all or any of such requirements.

(Howsoever such failure or delay may arise) unless and to the extent that the Company expressly agrees in writing to meet such requirements, in which event paragraph (1) of this Condition shall apply.

7. DELAYED ACCEPTANCE

If for any reason the Customer is unable to accept delivery of the goods; when the goods were due and/or ready for delivery, the Company may arrange storage of the goods and the Customer shall be liable to the Company for the reasonable costs (including insurance) of such storage including any resulting re-delivery costs. This provision is without prejudice to any other right which the Company may have in respect of the Customer's failure to take delivery of the goods and to receiving payment for them at the same time as it would have done had delivery taken place on the due date.

8. TITLE TO GOODS

- a The risk in the goods shall pass to the Customer:
 - i When the goods are delivered to the Customer in accordance with these conditions or
 - ii If the goods are appropriated to the Customer but kept at the Company's premises or elsewhere in storage at the request of the Customer.
- b Title to the goods shall remain with the Company until payment in full has been received by the Company.
 - i for the goods
 - ii for any other goods supplied to the Customer by the Company and
 - iii of any other monies due from the Customer to the Company on any account.
- c Until title to the goods passes to the Customer under paragraph (b) above the Customer shall
 - i keep the goods separately and readily identifiable as the property of the Company
 - ii not attach the goods to real property
- d Goods shall be deemed sold or used in the order delivered to the Customer.
- e At any time before title to the goods passes to the Customer (whether or not any payment to the Company is then overdue or the Customer is otherwise in breach of any obligation to the Company) the Company may (without prejudice to any other of its rights).
 - i retake possession of all or any part of the goods the Customer agrees that the Company may enter any premises of the Customer for that purpose (or authorise others to do so)
 - ii require delivery up to it of all or any part of the goods
- f The Company may at any time appropriate sums received from the Customer as it thinks fit notwithstanding any purported appropriation of the Customer.

9. WARRANTY; LIMIT OF RESPONSIBILITY

- a The Company warrants in relation to goods of the Company's manufacture that it will (at the Company's choice) either repair or supply a replacement, or refund the full purchase price of any goods which are found within a period of :-
 - i 5 working days from despatch of such goods from the Company's works to have a material quality, patent defect or...
 - ii 3 months from despatch of such goods from Company's works to have a latent manufacturing defect or not to be in accordance with the contract or any express description or representation given or made on behalf of the Company in respect of the goods
- The Company will require a reasonable period of time to carry out any repairs or supply of replacements ('the warranty periods').
- b The Company warrants a relation to goods not of the Company's manufacture (including but not limited to parts and components supplied by others for goods manufactured by the Company) that it will so far as it is able to do so give the Customer the benefit of any express guarantee or warranty by the manufacturer or supplier of such goods and any of any other rights which the Company has against the manufacturer or supplier.
 - c It is a condition precedent to any liability of the Company that:
 - i All goods shall be stored in a dry place, stacked flat, slightly raised from the ground and adequately protected from the weather and that no internal joinery shall be installed in a building which has not adequately dried out or is weather tight.
 - ii All joinery supplied in the white shall be suitably primed without delay after receipt and all joinery supplied shall receive further coats of paint within a reasonable period, joinery supplied with a base-coat of stain shall receive further coats as soon as possible.
 - iii Any surfaces subsequently cut, particularly those exposing end grain shall be brush coated with preservative and if required for paint finish shall also be primed before the joinery is fixed in position.
 - iv All joinery shall be installed correctly in accordance with normal trade practices and adequately maintained in service.

- v Paintwork or other protective surface finish of external joinery shall be maintained in service and moisture shall not be allowed to penetrate into the timber.
- d Additionally, in the event of any claim under any of the foregoing warranties or under any condition of warranty implied by law or under any other express condition warranty or guarantee the following provisions shall apply:-
 - i The Customer must not have fitted, fixed, painted or in any way altered the goods.
 - ii The Customer must have complied with all recommendations relating to the goods.
 - iii The goods to be repaired or replaced shall be made available for collection by the Company at the original point of delivery and the expenses of re-delivery shall also be for the Company's expense.
 - iv Exchanged goods will become the property of the Company.
- e The Customer's remedies in respect of any claim under the foregoing express warranty or against any manufacturer or supplier as aforesaid or any claim under any condition or warranty implied by law or any other claim in respect of the goods or any workmanship in relation thereto (whether or not involving negligence on the part of the Company) shall in relation to goods of the Company's manufacture be limited to repair supply or replacement or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the warranty periods and in all other cases shall be limited to the enforcement of the above-mentioned liabilities of the manufacturer or supplier.
- f The Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.
- g "The Company shall not in any circumstances be liable for any damages, compensation, costs, expense, losses or other liabilities of the Customer whether direct or consequential including loss of profits which arise either directly or indirectly as a result of the failure of the Goods or any system, machine or services used by the Company in manufacture of the Goods to process date and date related data and information for the years 2004 and beyond".

10. HIREWORK AND CUSTOMERS MATERIALS

Hire work and work involving the use of customer materials is undertaken on the express understanding that the Company cannot be responsible for any distortion, faults or defects which appear or develop during or are caused by the work, howsoever, arising even if resulting from any fault, negligence or mistake of the Company.

The Company give no guarantee or warranty of any kind but subject to the availability of capacity and facilities, it will endeavour to correct any such distortions, faults or defects at the Customer's expense and risk. The Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential and any other remedy that would otherwise be available in laws hereby excluded except to the extent that law prohibits such exclusion.

11. CUSTOMERS SPECIFICATIONS

- a The Company is entitled to assume that all drawings, descriptions, specifications and other information supplied by the Customer to the Company, whether written or verbal, is in all respects complete, accurate and entirely suitable for the Customer's requirements.
- b Unless otherwise expressly agreed, the Company shall have no responsibility for the performance suitability or durability of any goods or any materials or workmanship comprised therein to the extent that the same is manufactured in accordance with the Customer's designs, drawings, standard or specifications.
- c The Customer agrees upon demand to indemnify the Company against all losses, damages, injury costs and expenses of whatever nature suffered by the Company to the extent that the same are caused by or related to:
 - i Designs, drawings or specifications given to the Company by the Customer in respect of goods.
 - ii Defective materials or products supplied by the Customer to the Company and incorporated by the Company in the goods;

Or

The improper incorporation, assembly, use, processing, storage or handling of goods by the Customer.

12. MATERIALS & COLOUR

The Company reserves the right to supply either solid, jointed or engineered materials for the length of all Contracts. The colour matching of timbers cannot be guaranteed and The Company will not accept any claims in relation to the colour matching of timber.

13. CONFIDENTIALITY; PATENTS ETC

- a Any drawings specifications or other technical information supplied to the Customer by the Company in connection with the contract are provided on the express understanding the Customer will not give, loan, exhibit or sell such drawings, specifications or technical information to any third party and that the Customer will not use them in any way except in connection with the goods or services provided hereunder. The copyright in all documents provided by the Company will remain vested in the Company.
- b The Customer shall indemnify the Company against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by the Company with the Customer's instructions whether express or implied.

14. LOSS OR DAMAGE IN TRANSIT

The risk in the goods passes to the Customer when the goods are delivered, the company accepts no responsibility for any damage beyond point of delivery. Claims for shortage; or loss in transit should be notified within 48 hours by email, facsimile or telephone, confirmed in writing to the carrier and to the Company and the carrier's conditions in relation to claims for damage shortage or loss in

transit must be strictly complied with. If the carrier's conditions are not strictly complied with, the Customer will indemnify the Company against all loss resulting there from.

15. TERMINATION

If the Customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him (or being a company) it shall pass a resolution or the Court shall make an order that the Customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Customer or if the Customer suffers the appointment of an administrator or if circumstances shall arise which entitled the Court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding up order or if the Customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Customer shall, in the opinion of the Company become impaired or if the Customer shall commit any breach of any part of the contract the Company may without prejudice to its rights and remedies under these conditions stop all goods in transit and suspend further deliveries and by notice to the Customer may terminate the contract immediately.

16. PACKING

a Unless otherwise specified, packing cases and packing materials will be charged extra, but where stated to be returnable, will be credited in full on return to the Company's works carriage paid in good conditions within one month of the receipt by the Customer.

b The Company uses its best endeavours to ensure, where necessary suitability, of packing before despatch, but no claim will be accepted by the Company for breakage or damage in transit, on the ground of alleged unsuitability of packing.

17. SUB-CONTRACTING

The Company reserves the right to sub-contract the whole of any part of the contract.

18. APPLICABLE LAW

The contract shall in all respects be governed by and construed in accordance with English law and the Customer hereby submits to the non-exclusive jurisdiction of the English Courts.

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