



## TERMS AND CONDITIONS OF SALE

1. In these terms and conditions, the following words shall have the following meanings:

"the company" shall mean Scotts Timber Engineering Ltd.

"the Goods" shall mean the products, articles, services or things or components thereof offered for sale by the Company.

"the Customer" shall mean the corporate entity, firm or person seeking to purchase the Goods from the Company.

2. All orders are placed and accepted by the Company only under these terms and conditions, which shall be governed by English Law.

2.1. These terms and conditions exclude any other terms and conditions inconsistent therewith which the Customer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supercede any terms and conditions inconsistent with them or may be contained in any other acceptance or counter-offer made by the Customer.

2.2. No variation of these terms and conditions is permitted unless expressly accepted by an Authorised Signatory of the Company in writing.

2.3. Quotations which comprise an invitation to treat may be withdrawn at any time.

2.4. Any order given in respect of a quotation must state the date and reference of the quotation.

2.5. Any offer to purchase the Goods made orally must be confirmed in writing and must be clearly marked "confirmation of verbal order".

2.6. The Company has the right to sub-contract any order or part of any order.

3. The Customer shall not be entitled to cancel the contract without the written agreement of the Company signed by an Authorised Signatory. In the event of such agreed cancellation the Customer shall indemnify the Company fully against all expenses incurred up to the time of such cancellation.

4. All prices are exclusive of Value Added Tax where applicable. Sales identifiable or notified as consumer sales under the Unfair Contract Terms Act, 1977 will include Value Added Tax where applicable.

4.1. The Company will issue an account application form to any prospective customer requiring an account which upon receipt will be deemed as acceptance to Company payment terms and an account will not be opened without receipt of an application form. Payment for goods on account shall be made on or before 30 days following date of invoice. If the account exceeds the credit limit at any point payment is required immediately to prevent the account being placed on stop. Terms of payment for non-account goods shall be paid via pro-forma invoice prior to scheduled manufacture date. The method of payment for both account and non-account customers is via BACS and details can be found on each invoice.

4.2. In event that payment shall not have been made by such date the Company shall be entitled to recover from the Customer interest on any outstanding balance at the rate of 4% above the base rate of Barclays Bank Plc for the time being in force for the period from such date until the date of payment.

4.3. The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the costs to the Company (such as, but without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture), any change in delivery rates, quantities or specifications for the Goods which is requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.4. The Company reserves the right at anytime at its discretion to demand security for, or vary the terms and method of, payment before continuing with or delivering Goods in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Customer.

4.5. If the Customer fails to make any payment on the due date then without prejudice to any other right of remedy available to the Company, the Company shall be entitled to: -

i) Cancel any subsisting supply contract with or suspend any further deliveries to or collections by the Customer.

ii) Appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any

contract between the Customer and the Company) as the Company may think fit notwithstanding any purported appropriation by the Customer.

4.6. Any sums payable by the Company to the Customer on any account may at any time be offset by the Company against any sums payable by the Customer to the Company.

4.7. If the Customer (being a Company) has a petition presented for its winding-up or the appointment of any administrator or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or enters a scheme of arrangement or Voluntary Arrangement or compounds or makes any proposal to or enters into any arrangement with its creditors or has a Receiver or Manager or an Administrative Receiver appointed over all or any part of its assets or (being an individual) has a Petition presented.

5. Delivery will be deemed to have been affected when the Goods leave the premises of the Company or, as the case may be the premises of the suppliers to the Company in circumstances where the Goods are delivered direct from such suppliers or, where the Goods are not delivered by the Company but by an independent carrier, delivery of the Goods by the Company to the carrier shall be delivery to the Customer.

5.1. Delivery dates are given in good faith but are not guaranteed and no liability will be accepted for any loss whatsoever suffered or caused through late delivery or non-delivery and time of delivery shall not be of the essence.

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

5.3. Goods may be collected by prior arrangement with the Company and if so agreed the Customer shall collect Goods within 14 days from the agreed collection date overleaf or the date notified they are available for collection or the date of this contract whichever is later. Thereafter the Customer will incur storage charges at the current rate applied by the Company.

5.4. When a Customer collects the Goods, his vehicle shall be equipped with sufficient skids to enable loading by fork-lift truck. The Customer shall be solely responsible for the size, weight, and positioning of any load on his vehicle and shall fully indemnify the Company from any claims or actions arising therefrom.

5.5. Where the Company agrees to deliver the Goods delivery will be to the nearest hard metalled road surface. The Customer shall be entirely responsible for the prompt unloading of the Goods and the provision of suitable labour and equipment.

5.6. The Customer shall take delivery or accept the Goods within the time limit provided in the contract. Failure to do so shall entitle the Company to invoice the Customer or to treat the contract as repudiated and it may without prejudice to its rights accept such repudiation without notice as termination thereof.

5.7. 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 Customer's 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 Customer having given instructions fails to make suitable arrangements for their execution the Company may take such steps as they in their absolute discretion consider to be necessary to clear the Goods and may recover from the Customer all expenses thereby incurred.

5.8. The Customer is under a duty wherever possible to inspect the Goods on delivery or collection failing which the carriers note or such other note as appropriate shall be marked "not examined".

6. If the terms of this Clause are not complied with, the Company shall be under no liability for any shortages, goods damaged in transit or visual defects either in quality and/or written description given in accordance with Clause 8 (hereinafter referred to as "visual defects") that would be apparent on careful inspection and, in any event, will be under no liability unless a written complaint delivered to the Company within 7 working days of delivery or collection detailing the alleged damage, shortage, or visual defect.

6.1. In all cases where damage, shortages or visual defects are complained of by the Customer the Company shall be under no liability in respect thereof unless a reasonable opportunity to inspect the consignment in which the Goods complained of are contained, including all or any strapping, battens or packaging, is provided to the Company before any use is made of the Goods or any alterations or modifications are made thereto by the Customer.

6.2. Subject to the foregoing the Company shall make good any shortages in the Goods and where appropriate collect any of the Goods damaged in transit or with visual defects and replace the same as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever or howsoever arising for such shortage, damage or visual defect.

6.3. Any alleged damage, shortage or visual defect shall not constitute valid grounds for the Customer to delay payment in respect of the Goods delivered.

7. Risk in the Goods shall pass to the Customer when the Goods are delivered or when the Customer is notified they are available for collection.

7.1. Notwithstanding the passing of the risk, the ownership of the Goods sold by the Company to the Customer shall remain with the Company until the Customer has paid the price for the Goods. For the purpose of these terms all liquidated sums owed by the Customer to the Company on any account or grounds whatsoever shall be deemed to form part of the said price.

7.2. The Customer is licensed by the Company to use or to agree to sell the Goods delivered to the Customer subject to the express condition that the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for the Company and are not mixed with other monies or paid into an overdrawn Bank Account and shall at all times be identifiable as the Company's money.

7.3. The Customer will hold the Goods as fiduciary agent and bailee for the Company.

7.4. The Goods shall be kept separate and distinct from all other property of the Customer 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 Customer will not allow any interference with any identification marks or serial number on the Goods.

7.5. Without prejudice to any other rights the Company may at any time revoke the power of sale and use contained in Clause 7.2. by notice to the Customer. If the Customer is in default for longer than 7 days in the payment of any sum whatsoever due to the Company whether in respect of the Goods or any other goods supplied at any time be it to the Customer or if the Company has bona fide doubts as to the solvency of the Customer.

7.6. The Customer 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 upon any premises of the Customer or any premises under the Customer's control or to which the Customer has a right of access for the purpose of inspection, repossession, and removal of such Goods at any time.

8. In the event that any latent defect in the Goods is discovered by the Customer during the period of 4 months from the date of delivery of the Goods and the Customer informs the Company of the said defect in writing within 7 working days of discovery and the said defect having been caused by faulty design, manufacture, materials or workmanship but not by abnormal use, misuse or neglect the Company will, at its option, either repair the Goods at its own expense, replace the Goods or refund the purchase price of the Goods.

8.1. Where samples are submitted, these are drawn from 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.

8.2. The Goods are supplied on the basis that they conform to the written descriptions contained on the acknowledgement of order form. No warranty can be given that Goods supplied conform to sketch plans or drawings provided by the Company or the Customer or to illustrations or descriptions in catalogues or trade literature.

8.3. In the event that the Company provides estimates or quantities or measurements on the basis of drawings and/or Bills of Quantities and/or specifications submitted by the Customer, the Company shall exercise reasonable care in so doing but the Company accepts no liability for inaccuracies in the estimates or calculations.

8.4. Any Goods manufactured to the design or specification of the Customer, or its experts are produced without warranty of any kind except their compliance with the design or specification. The Customer will be made or is to be implied in connection with any such services nor shall the Company be under any liability whatsoever in respect of these services if erection is carried out before any necessary approvals are obtained.

8.5. If the Company arranges processing of Goods on behalf of the Customer by a third party such processing will be carried out under the Standard Terms and Conditions of the third party (copies available on written request).

8.6. The Customer is deemed to be fully conversant with the nature and performance of the Goods including any harmful or hazardous effects resulting from their usage and shall not be reliant in any way upon the advice, skill or judgement of the Company. The Company's employees or agents are not authorised to make any representations concerning the Goods whatsoever, other than those confirmed by the Company in writing.

8.7. Notwithstanding anything to the contrary contained in these conditions if and to the extent that any person by whom the Company has been supplied hereunder validity excludes, restricts, or limits his liability to the Company in respect of Goods supplied or of any loss or damage arising in connection therewith then the liability of the Company to the Customer in respect of the said Goods shall be correspondingly excluded, restricted or limited. The Company will, upon request, supply the Customer with details of any such exclusion, restriction or limitation.

8.8. Save as set out in the foregoing sub-clauses no other terms, whether conditions warranties or innominate terms, express or implied, statutory or otherwise shall form part of this contract (except where the Customer deals as a Consumer within section 12 of the Unfair Contract Terms Act 1977 when the terms

implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 shall be implied into the Contract).

8.9. The Company shall not be liable for any consequential loss or indirect loss suffered by the Customer or any third party in relation to this contract (except personal injury directly attributable to the negligence of the Company) and the Customer shall hold the Company fully and effectually indemnified against such losses whether arising from breach of a duty in contract or tort or, in any way including losses arising from the Company's negligence.

8.10. In no circumstances whatsoever shall the Company's liability (in contract, tort or otherwise) to the Customer arising under, out of, or in connection with this contract or the Goods supplied hereunder exceed the invoice price of the particular Goods concerned.

9. If any provision of these conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

10. The Company shall not be liable for any failure to deliver or delay in delivery of the Goods arising from circumstances outside its control, including but not limited to lock outs, fire, accident, defective materials, delays in respect of raw materials or bought in goods or component.

11. Where the work/services extend over more than one invoice period, each invoice raised shall be deemed to be a separate contract and the Client shall pay in full the amount payable under the invoice raised, notwithstanding any rights which the Client may claim in respect of any other services under any other contract between the parties.