

TERMS AND CONDITIONS OF SALE

If You are a Consumer, You have certain statutory rights regarding the return of defective Goods and claims in respect of losses caused by our negligence or failure to carry out our obligations. These Terms shall not affect your statutory rights.

1. DEFINITIONS

- In these terms and conditions of sale, the following r
- "Company Signatory" means a person authorised by Us. "Consumer" means any natural person acting for purpose
- rses outside their trade, business or profession.
- "Contract" means the contract for the supply of Goods incorporating these Terms.
 "Defect" means the condition and/or any attribute of the Goods and/or any other circumstances which, but for the effect of these Terms would have entitled You

- to domages.

 "Goods" means the goods or when the context permits services to be supplied by Us.

 "Solety" means if "Me" deliver or supply any Goods (including services) at a Site with Our own workforce You shall, in respect of such delivery, and/or supply, ensure the safety of all persons entitled to be on the Site, keep the Site in an orderly state appropriate to the evolutions of danger to such persons and compty, with all applicables sub-lyresplations. If You employ or are responsible for any other people on the Site You shall require them to have the same regard from and various and context of the Site of t

- "You" mean 2. THE CONTRACT 2.1 A" accepted by Us only under these Terms and they may not be altered — other than with the written agreement of a Company Signatory. Any contrary
- To state the control of the uniter that the control of the control
- any ter cumented any with man elegement of a company signatury and to the mineral set of the concellation.

 It is recognished to Us for ensuring the accuracy of the terms of any order including any applicable design drawing or specification provided to Us by You principle uses a consistency of the terms of the condition of the
- 2.2.4.2. Induducent. bidance of doubt, our liability for damages for misrepresentation (other than fraudulent) is excluded or limited by Clause 8 of these Terms.

- The rince or me boods shall be that prevailing at the date of delivery of the Goods. The price is exclusive of VAT which shall be due at the rate ruling on the date of a VAT invoice.

 Prices lated or quoted are bosed on casts prevailing at the time when they are given or agreed. We shall be entitled to adjust the price of the Goods as at the time of delivery by such amount as may be necessary to cover any increase sustained by Us after the date of acceptance of your order and any direct or indirect casts of making, obtaining, handling, or supplying the Goods.

 Prices quoted one applicable to the quantity specified and on the information provided by You or the time of order. In the event of orders being placed for lesser quantities, or if there is any change in specifications, delivery dates, or delay is caused by your instructions or lack of instructions, We shall be entitled to adjust the price of the Goods as ordered to take account of the variations.

 We shall have the aption of supplying any Goods ordered by You in imperial measurements in the nearest equivalent metric measurements and the Goods may be changed in metric measurements and ordered as the contractions.

 MENT

- MENT
 Unless the sale is for cash, or other credit terms have been agreed in writing with a Company Signatory, all accounts are due for payment on the last day of the
 month, following the month in which the Goods are invoiced.

 We will accept payment of accounts by credit and subject to a 2.5% surcharge. The amount of this surcharge may be revised by written notice to You including by
 amountcaments on our weboit from time to time.
 Late payment will incur interest at 8% above the Bank of England base rate, prevailing from time to time, until the date of payment after as well as before judgment.
 Credit Inclinies may be withdrawn or reduced at any time of our sole discretion.
 Even if We have previously agreed to give frow credit, We reserve the right to refuse to execute any order or Contract if the arrangements for payment or your
 credit rating is not satisfactory to Us. In our discretion We may require security satisfactory to Us or payment for each consignment when it is available and before
 it is desported in which care delivery will not be effected until We rear in exercit or security or clared that or sequently and the consistency. You will remain liable to pay the full invoice price of all Goods delivered or available for delivery.

 You may not withhold payment of any invoice or other amount due to Us by resson of any right of set off or counterdainn, which You may have, or allege to
 how, For any resonant whatsover.
- We shall be entitled at all times to set off any debt or claim of whatever nature which We may have against You against any sums due from Us to You

5. DELIVERY

- ERAT
 Delivery will be effected when the Goods leave our premises whether carried by Us or an independent carrier, or the premises of our suppliers when the Goods are delivered direct from suppliers.

- 5.5
- delivered direct from suppliers.

 Delivery dates are given in good faith, but are estimates only.

 Delivery dates are given in good faith, but are estimates only.

 Belivery dates are given in good faith, but are estimates only.

 There for delivery shall not be of the essence of the Contract.

 For the ovoidance of doubt, and without destronting from any other provisions of these Terms, We shall not be liable for any demages whatsoever whether direct or indirect (including for the avoidance of doubt of any liability to any third party) resulting from any delay in delivery of the Goods, or failure in deliver the Goods in a reasonable time whether such delay or failure is caused by our negligence or otherwise honoscener.

 We reserve the right to make delivery by installments and lender a separate invoice in respect of each installment. Our failure to deliver on our more installments, and only in You in respect of of only now or more installments, and only in You in respect of of only now or more installments, and only in You in respect of of only now or more installments, and only in You in respect of only now or more intelligence or otherwise honoscener.

 The price agreed includes our normal delivery changes but We may make an additional change if Ye incur further casts or expenses such as Qut not limited to):

 1) those caused by delivery of less than a full load, ii) complying with your request for delivery outside our normal delivery pattern or tracing by installments, iii) orders of small value which are not accommission for Us to deliver free.

 You must provide the necessory below if the unifound prince delivery or the sonable speed. If our delivery vehicle is kept waiting from an unreasonable line, or is obliged to be then without completing delivery, or if We provide additional soff to unload Goods, an additional change will be made 5.6
- 5.7 for an unreasonable time, or is obliged to return without completing delivery, or if We provide additional staff to unload Goods, an additional charge will be ma You may collect Goods from Us during our trading hours. If they are not collected within 14 days from when We notify You that they are available, a storage 5.8
- arge will be payable before Goods are released. If You fail to take delivery, accept or collect the Goods within the agreed time, in our discretion, We may make an additional charge, invoice You for the Goods, 59
- 5 10
- In tool unit of buse between, business of the end of th 5 11
- If the Goods are to be deposited other than on your privile premises, You shall be responsible for compliance with all regulations, and for all steps which need to be taken for the protein and all interest pressures properly. We shall make a change for pockaging, including crate cases and pallets, which shall be credited if the crate cases or pallets are returned carriage poid in good condition and within seven dops of delivery. Polythene sacts are not returnable. You will infamently it is negered all asks, claims, losses or expresses We may in our as a result of delivery in accordance with your instructions. This indemnity will be reduced in proportion to the extent that such costs, losses, claims or expenses are due to our negligence. 5 12
- 5 13

6. INSPECTION

- You shall inspect the Goods at the place and time of unloading or collection, but nothing in these Terms shall require You to break packaging and/or ungack
- too such inspect the closes are placet to min one uncoming or uncompany, our normal mines emission and the state of the state before use.

 6.2.1 You must onlyie Us hard mission timedately and give Us written notice with these working days of unloading of any claim for short delivery.

 6.2.2 If You do not give Us than notice within that time, the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.

 6.2.3 You shall not be entitled, and irrevocably and unconditionally waive any rights, to reject the Goods or claim any damages whatsoever, for short delivery
- housever crossed.

 Our liability for shart delivery is limited to making good the shortage.

 Where it is, or would have been, apparent on a reasonable inspection that the Goods are not in conformity with the Contract or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample, You must advise Us by telephone immediately, and give Us written notice within three working days of inspection.

 If You fail to give Us that notice within that time, the Goods will be deemed to have been accepted and You shall not be entitled, and irrevocably and unconditionally waive our gights, to reject the Goods.

 If You fail to give Us that notice within that time, Clause 8 shall have effect.

7. TITLE AND RISK

- Risk in the Goods shall pass to You when the Goods are delivered.

 The property in the Goods shall remain with Us until You pay all sums due to Us, whether in respect of this Contract or otherwise
- He passes:
 You shall hold the Goods as our fiduciary agent and bailee.
 The Goods shall be street separately from any other goods and You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods.
 - numbers on the Goods.

 7.3.3 We agree that You may use, or agree to sell the Goods as principal and not as agents in the ordinary course of your business subject to the express condition that at our direction, the entire proceeds of any sale or insurance proceeds neceived in respect of the Goods are held in trust for Us and not mixed with any other monies, or paid into an overdrown bank account and, if shall, at all limes, be identifiable so our money.

 We shall be entitled, any time, to exerce any or all of the Goods in your passession in which We have the and for that purpose. We, our employees or agents with such transport as is necessary, enter upon any premises occupied by You, or to which You have access and where the Goods may be, or are believed to be, situ

- in these Terms shall exclude or restrict our liability for death or personal injury resulting from our personal negligence or our liability for fraudulen

- Interpretable of the Clause 8.1 of these Terms, We shall not be liable by reason of any misrepresentation (unless foundulent) or any breach of warranty condition or other term appress or implied or any breach of duty (common law or straturary) or nepligence for any damages whotseever. Instead of liability in damages, We undertake liability under Clause 8.3 below.

 We undertake liability under Clause 8.3 below.

 When but for the effect of Clause 8.2 of these Terms You would have been entitled to damages against Us, We shall not be liable to pay damages, but subject to the conditions set out in Clause 8.4 below shall not our sole discretion, either repair the Goods of our own expense, or supply replacement Goods free of charge or returned all (or where appropriate part of the price of the relevant Goods.

 We shall not be liable under Clause 8.3:

 8.4.1 if the Delect arises from wellfull damage, negligence, chromal working conditions, missues, alteration or repair of the Goods, failure to follow British Standard or industry instructions relevant to the Goods, or storage of the Goods in unsuitable conditions (but this sub-dause shall not apply to any ord or omission on our part).

- unless after discovery of the Defect We are given a reasonable opportunity to inspect the Goods before they are used, or in any way interfered with. For the availance of doubt, We advanuelage that the casts of suspending works are relevant to the determination of what is reasonable apportunity and this sub-douse ablin of apply to any works defetting the Goods, which it may be reasonably necessary to carry out in the interests of safety and/or a

- In SUB-CRUSE Stills not uppy or unit was surroung new boost, minute in many a consension processes.

 4.4 if the Defect would have been apparent on a reasonable inspection under Clause 6.1 of these Terms of the time of unloading, unless You odnise Us by telephone immediately and written notice of only claim is given to Us within three working days of the time of unloading.

 4.4.5 if the Defect is discovered within four months from the date of delivery, unless You give Us written notice of the Defect within three working days of it being discovered.

 8.4.6 if in any case the Defect is discovered more than 4 months from the date of delivery.

 If the Goods are not manufactured by Us, or have been processed or milled by a third pathy whether or not at your request our liability, in respect of any Defect in workmanking or materials of the Goods, will be limited to such rights against the manufacturer or the third party cs We may have in respect of these Goods.

- If the Goods are not manufactured by Us, or have been processed or milled by a third party whether or not of your request our liability, in respect of any Debect in workmanship or materisks of the Goods, will be initiated to such rights against the manufacture or the flithing party of the Goods are not information or the flithing party of the Goods are manufactured, processed or milled by Us to the design, quantity measurement or specification of You or your agents then:

 8.6.1 Subject to Guose 8.1 of these Terms, We shall not be under any liability for domoges whatsoever or under Clause 8.3 of these Terms as the case may be exect pin in the event of:

 8.6.1.1 Insudulent misrepresentation;
 8.6.1.2 Insugeneesantation where the representation was made or confirmed in writing by a Company Signatory;
 8.6.1.3 anon-conditional with such design, quantity, measurement or specification;
 8.6.1.4 breach of a written warrandry signed by a Company Signatory that the Goods are fit for that purpose; or
 8.6.1.5 a claim manificantiable against be parasonant to Cause 8.1 of these Terms.

 8.6.2 You will unconditionally, fully and effectively indemnify Us against all lass damages, costs on an indemnify basis and expenses envaried against, or incurred by Us in connection with, or paid, or agreed to be paid, by Us in sufference with, or paid, or agreed to be paid, by Us in sufference with, or paid, or against all lass damages, costs on an indemnify basis and expenses owarded against, or incurred by Us in connection with, or paid, or good to be paid, by Us in sufference in the sufference of the paid of the
- of any daim.

9. NON-PAYMENT/INSOLVENCY

- Foods—the subject matter of any claim.

 PayMEMENT/INSO/VENCY

 "Insolveria" means You becoming unable to pay your debts within the menning of Section 123 of the Insolvency Act 1986, the levying or the threat of execution of otherses and only our property, the appointment of a receiver or administrative receiver over all, or any part, of your property, the appointment of a receiver or administrative receiver over all, or any part, of your property, the possing of a resolution for voluntary armagement or compromise between You and your creditors, whether pursuant to the Insolvency Act 1986 or otherwise; the possing of a resolution for voluntary winding-up, or summoning a meeting to pass such a resolution after invested than for the purposes of a born fide analogomation or reconstruction, the presentation of a petition for you winding-up, or to an administration order in relation to You. If You saffle any analogous step or proceedings under foreign low or You are cassing, or Intended any order of the Control of the

- on indemnity basis.
 Without prejudice to douze 9,3 if You are acting in the course of a business then in the event of late payment We reserve the right to claim compensation pursoant to the Late Payment of Commercial Debts (Interest) Act 1998 of the prevailing rate, currently £40 for a debt less than £1000, £70 for a debt of more than £1000 but 180 has 10,000 and £100 for a debt in excess of £10,000.
- 10. GENERAL

 1. Without effecting any other right or remedy available to us, we may reminded any Contract with you with immediate effect by giving written notice to you if you commit a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) falls to remedy that breach within a period a seven (7) days after being notified in writing to do so.

 10.2 Dis Contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the 10.2
- engusir cours. We shall not be liable for any delay or failure to perform any of our obligations in relation to the Goods due to any cause beyond our reasonable control, including 10.3
- niousinal action. The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach, nor as a waiver of any subsequent breach 104
- of the same, or under the analyses of the series is the last of the control of the same, or under the provision.

 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable, the validity of the other clauses and sub-clauses of these Terms shall not be interested in the self-tent of the self-tent shall be deemed to consent to any novation. This Contract is personal to You and it may not be assigned by the sub-clause of the self-tent shall not be deemed to consent to any novation. This Contract is personal to You and it may not be assigned by the business. Until You are informed in writing by Us that either the status of the account has been amended to a limited company or a fresh account opened all orders will continue to be debited to the current account and You will remain responsible to Us.

gn, supply and/or fit roof trusses or any other timber engineered products ("Roof Trusses") for You the supplemental terms set out in Clauses

- where we easing, supply admost or most masses of any oranet immore engineered products. (Kool introducts by a to too the supplemental terms) ship drops in addition to the Erms sof and too the Erms sof and too the Cool of t

12. THE CONTRACT

- We do not warmant that any quotations and/or designs will meet Your requirements. Any quotations and/or designs will be solely based on Our interpretation of the information You provide to Us.
- the information You provide to Us.

 Any quotations, designs, devining or details of dimension/specifications or other information supplied by Us to You will include and be subject to these Terms.

 When You place an order with Us based on a quotation We will supply final design and final quotation to You based on Your order. You will confirm Your order

 by springing file final design and final quotation will not not be seed on information and in daily as, You werly the accuracy of the final design and final quotation. We not not remove the control of the final design and final quotation with an expectation of the final design and final quotation will not be based on information provided by You. The signed final design and final quotation constitutes an odd to the control of the final design and final quotation will not supply the control of the final design and final quotation will not supply the control of the final design and final quotation will be supply that the provided in the sign and final quotation and no quotation or order shall be binding on Us until We have accepted the order or active in the Circus and the sign and final quotation and no quotation or order shall be binding on Us until We have accepted the order or active in the Circus and the sign and final quotation and no quotation or order shall be binding on Us until We have accepted the order or active in the Circus and the sign and final quotation and no quotation or order shall be binding on Us until We have accepted the order or active in the Circus and the sign and final quotation and no quotation or order shall be binding on Us until We have accepted the order or active in the Circus and the sign and final quotation and no quotation or order shall be binding on Us until We have accepted the order or active in the Circus and the sign and final quotation and the circus and the ci

ser out in this tall. TITLE AND RISK

Until title in the Roof Trusses passes to You in accordance with Clause 7, You will store and protect the Roof Trusses in such manner as is appropriate (in Our reasonable opinion) to the type of Roof Trusses and according to any guidance information provided by Us and/or recommended by the International Truss Plate

- PEPY AND FITTING

 The supply and fitting of Roof Irusses as detailed in the signed final design and final quotation is subject to weather conditions and Your compliance with Clair

 15.1. We accept no liability withousever for delay or failure to supply and/or fit the Roof Trusses due to unsainable weather conditions or Your failure to comply
 with Clause 15.1. However, We will endeavour to give You such anoth varies as someth and on any changes in or delays to the fitting of the Roof Trusses caused by
 weather conditions or failure by You to comply with Clause 15.1.

 Your shall permit It of, promove that We are entitled 10:

 (o) use the Site (of no additional cost) for any purposes required for the operation of, or compliance with Our obligations under, this Contract including,
 but not limited to, the installation of the Roof Trusses, section of scriffording, towers, platforms, wellkoweys and other temporary works and structure
 stronge of Goods, tools and equipment; and/or odvertising the Goods and/or any products or services We offer as part of Our business from time to
 time.
- time;
 provide and erect all necessary temporary offices, workshops, sheds or other buildings and/or welfare facilities for Our employees or repreet such places on the Site or sequired in connection with the performance of Our obligations under this Contract. We shall ensure that su
 offices, workshops, shebt, buildings or welfare facilities are memoured from the Site following completion of Our obligations under this Con
 earlier following receipt of written request from You requesting removal.

15. LIABILITIES, WARRANTIES AND INDEMNITIES

- ct to Clause 8.1. We shall not be liable for any deficiencies in the position, lines or levels or otherwise of any building or structure in relation to which You Subject to Clause 8.1, We shall not be lobbe to any deficiencies in the position, lines or levels or ofherwise of any building or structure in relation to which You be provided by with information to evalod by 15 provide any quotation and/or designs for the design, manufacture, supply and refining of the Roof Invariance. You shall ensure that all requirements of the local planning outhority or other government body, building regulations, codes of practice customary to the trade and applicable laws or starthary requirements for the line being in force are duly, complet with by You and not writing only the proof provided before the Roof Trusses are their line only building or structure. You shall indemnify list in full from and applicable laws or for you for the your law to comply with You ordiplantions in this Clause is 1.

 Any quotation, designs, drawings or details of dimension/specifications or other information supplied by Us to You is to be treated as approximate and We do not
- warrout their accuracy.

 We will not be liable for, and shall be indemnified by You against, any and all loss resulting from any inaccuracies or other deficiencies in any quotation and/or design We provide to You and which You have signed, accept where We are negligent.

 COMPLIANCE BRIBERY ACT AND EXPORT SANCTIONS

 "OF THE ACT AND EXPORT SANC 15.3

- COMPLIANCE BRIBERY ACT AND EXPORT SANCTIONS
 Towashall erares that in any dealings with the Us, neither You nor your employees or agents shall commit any offence under the Bribery Act 2010 ("the Act") for shall erare that in any dealings with processing the parties and the world constitute an offence under sections 1, 2 or 6 of the Act. You shall inform Us immediately for become aware of any actions between the parties that could constitute an offence under the Act.
 It is our and our going y Solity to comply with all applicable sourcins and legal requirements for the import and export of goods, technology and services. We are committed to essenting compliance with all regulatory and licessing requirements relating to international trade. We do not permit the supply of any of our goods to any individuols, composites or agrantscribes that are subject to my trade, examonic in funnical sentations, entangles are smaller relative measures offinished, enached or enforced by the US, UN or USA ("Sanctioned Entitles"). By entering into this Contract you agree not to re-sell or otherwise transfer the Goods, salter durative in animal confinients. ectly or indirectly, to any So

EXPORT

- You shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment
- of any duties on them.
 You shall be labels for and shall indemnify and hold us harmless from any and all liability, loss, daims, damages and costs, which we may sustain or incur, arising out of or in any way connected with your failure to comply with Clauses 17.1 and/or 16.2.

