

## DWB TIMBER ENGINEERING

(DWB Anglia Limited, DWB Boston Limited & DWB Roof Truss Limited)

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### TERMS AND CONDITIONS OF SALE

- 1) Goods are not tested or sold as fit for any particular purpose. Any term warranty or condition expressed, implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Seller'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 pieces concerned. The Seller shall be under no liability for loss, damage or delay howsoever arising from circumstances outside his control. This provision shall not apply to consumer transactions to the extent to which it would be void by virtue of the Unfair Contract Terms Act 1977.
- 2)
  - i) To the extent that any third party goods or services supplied to the Company reasonably excludes, restricts or limits its liability to the Company in respect of goods or materials supplied, or any loss or damage arising in connection therewith, the liability of such goods and materials shall be respectively excluded, restricted or limited. The Customer shall be entitled to receive details of any such exclusion, restriction or limitation upon request to the Company.
  - ii) If the materials as specified by the Customer are of a particular grade, no warranty is given that the grade will be suitable for the purposes required by the Customer.
  - iii) The Company agrees to make good or, at the Company's option, replace any item found to be defective provided that written notice thereof is received from the Customer within 28 days of delivery to or collection by the Customer and that the Company is satisfied that the defect is directly caused by bad workmanship on the part of the employees of the Company, or defective materials or goods supplied by the Company.
  - iv) Roof trusses shall not be altered after delivery to or collection by the Customer by means of cutting or boring, in any way prior to or after fixing in place, nor shall any roof trusses be used for the suspension of water tanks or other apparatus of any kind, except in cases as expressly stated and in accordance with all current building regulations and codes of practice issued by the competent authorities. The Company shall under no circumstances be taken as having given any conditional warranty, express or implied to the Customer, that roof trusses are fit for such purpose, nor can the Company accept any liability in respect of a claim by any person whatsoever for injury to persons or damage to property, or any consequential loss arising out of the alteration or use of roof trusses as above.
  - v) Reference to "Customer" shall, for the purpose of this clause, be extended and deemed to include any specifying authority, architect, surveyor, agent or advisor purporting to act on behalf of the Customer.
- 3)
  - i) Ownership of any goods supplied by the Company shall not pass to the Customer until payment for such goods has been received by the Company in full. Until the time of actual payment to the Company of the total amount owing in respect of goods, the Customer shall hold the goods for the Company as bailee and shall store the goods in such a way as to be clearly identifiable as the property of the Company. Until such time, the Customer shall not be entitled to sell the goods or deal with them in any way that is not consistent with the Company's ownership of the goods, and the Customer irrevocably authorises the Company and any of its agents to enter the property where the goods are kept for removal of such goods.

The Customer's right to possession of the goods shall terminate immediately if:

- a. The Customer has a bankruptcy order made against them or makes an arrangement or composition with his creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidations (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the buyer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

or;

b. The Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer ceases to trade.

or;

c. The Customer encumbers or in any way changes any of the goods.

- ii) The Customer shall not be entitled to withhold payment of any amount due under these terms and conditions by reason of any dispute or claim, nor shall the Customer be entitled to off-set against any payment due any sum which is not due and payable by the Company, or for which the Company does not admit liability.
  - iii) Unless expressly stated otherwise, prices quoted and/or indicated are exclusive of Value Added Tax, which shall be added where appropriate. Payment for goods shall be made on or before the date fixed in accordance with the terms agreed between the Company and the Customer for the operation of the account between them. In the event that payment has not been made by such date, the Company shall be entitled to recover from the Customer interest of any outstanding balance at the rate of 2.5% above the base rate of the Seller's bank for the period from such date until the date of payment.
  - iv) The Company reserves the right at any time to alter any of its prices without notice. In respect of goods delivered after such change of price, the price charged shall be the price ruling at the date of despatch of the goods by the Company.
  - v) Where the quotation price is stated to include delivery, this means delivery during the normal working hours of the Company (details of which are available upon request). Additional charges will be made for any delivery outside those normal working hours.
4. i) Where the Company agrees to deliver goods to site, delivery shall be the nearest point on a road deemed suitable by the driver for the vehicle used. The Customer is to provide necessary labour and equipment at its own expense to unload the vehicle without undue delay.
- ii) The Company is not liable for any delay in delivery of the goods, nor is it liable if it is prevented from delivering goods or materials, or from executing work for any cause beyond its control. Such causes may include an Act of God, force majeure, war or hostilities, legislation, Government order or direction, strike, lock-out, labour disturbance, civil commotion, fire accident, breakdown of machinery or any lack or shortage of labour or materials, the reduction or delay or stoppage of production at the works or makers of goods or materials required. In any such case, the Company is to be released from any obligation to complete the contract with the Customer by a particular time. This right exists without prejudice to the Company's right to recover payment for goods or materials already delivered or work already done. Time of delivery is not of the essence of the contract.
  - iii) Unless otherwise agreed by the Company in writing, all deliveries made or work done at the Customer's request on Public Holidays and outside the Company's normal working hours will be subject to extra charges. Notification of such charges may be obtained by the Customer upon request from a Director or Secretary of the Company.
  - iv) Delivery will be deemed to have been effected when the goods leave the Company's premises or the premises of the Company's supplier in circumstances where the goods are delivered direct from such suppliers.
  - v) The Company reserves the right to make delivery by instalment and to tender a separate invoice in respect of each instalment. Each delivery shall constitute a separate contract.
  - vi) If agreed between the parties, goods may be collected by the Customer. Collection of the goods must take place within 14 days of the agreed collection date or the dates notified by the Company as available for collection, or the date of any contract, whichever is later. Thereafter, the Customer will incur storage charges at the rate currently applied by the Company. Details of such storage charges may be obtained by the Customer upon request from a Director or Secretary of the Company.
  - vii) Upon collection of the goods, the Customer shall be solely responsible for the size, weight and positioning of any load on their vehicle and shall fully indemnify the Company for any claims or action arising there from.

5.
  - i) No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of the cancellation.
  - ii) Notice of any claim arising out of or in connection with this contract must be given in writing to the Company within seven working days from the date of delivery or collection of the goods, 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 excluded. In any event, the Company shall be under no liability for shortage or damage in transit or for deviation, mis-delivery, delay or detention unless the Company 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 on the Company and the Carrier in writing within seven working 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, Christmas Day or a Bank Holiday; in Scotland Sunday, 1<sup>st</sup> and 2<sup>nd</sup> January, Spring Holiday or Autumn Holiday.
6.
  - i) The right to sub-contract any order or part of any order is reserved. If it is agreed that the goods be processed, the Company may arrange for such processing to be performed by a third party and in such cases the operation shall be carried out on the Standard Terms and Conditions of the third party.
7.
  - i) These conditions shall apply without modification and to the exclusion of all and any other conditions, including any appearing in any quotation, form of acceptance, delivery form or other document or letter emanating from the Customer to the Company, unless otherwise agreed by the Company Director or Secretary in writing.
  - ii) No other terms or conditions expressed, statutory, implied or otherwise other than those incorporated in these terms and conditions shall form part of a contract with a Customer, except where the Customer deals as a consumer as defined by Section 12 of the Unfair Contract Terms Act 1977 when the terms set out in Sections 13, 14 and 15 of the Sale of Goods Act 1979 and subsequent legislation thereto are implied into a contract.
8.
  - i) The Company shall provide the Customer at its invoiced address such information as the Company receives from its suppliers in respect of any of the goods which may or does contain a substance or substances which is or are hazardous to health within the meaning of Regulation 2(1) Control of Substances Hazardous to Health Regulations 1988.
  - ii) The Company gives no warranty as to the accuracy or completeness of the information referred to the sub-clause 1 above and the Customer must satisfy itself as to the suitability of any goods for any particular use and the safety precautions which may need to be taken in connection with such use. The Customer shall be responsible for supplying the information to any third party dealing with the goods and shall keep the Company indemnified in respect of any breach of its obligations under this condition.
9.
  - i) The entirety of goods supplied and detailed hereon, where appropriate, have been manufactured by a Quality Assured source and have been subjected to the Quality Systems Requirements in accordance with the conditions of our Stockists Level B Registration to ISO 9001 2000.
10.
  - i) Goods or services ordered without quotation or not comprised in, or additional to, the quotation will be charged in accordance with current practice at the date of despatch.
11.
  - i) Goods manufactured to the design or specification of Customers or their experts carry no undertaking of any kind except of compliance with the design or specification.
  - ii) In the case of products supplied with advertised stress capacities, they are warranted to possess such capacity.
  - iii) All warranties or undertakings are subject to claims being made within the prescribed time.
12.
  - i) Design and advisory services (including the preparation of drawings, specifications, contract particulars and the like) are provided with reasonable care and skill, but no other representation or undertaking is made or is implied in connection with 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.
  - ii) The Customer shall be solely responsible for taking all necessary measurements and dimensions and shall notify all measurements and dimensions to the Company in writing. The Company shall not be liable for any loss resulting from inaccuracy in such measurements and dimensions.

- iii) The storage, handling and erection of timber components should, when appropriate, be in accordance with the British Standard's recommendations. Copies of these are available upon request. Furthermore, technical advice and information on the handling, erection, storage size and all other matters relating to the goods are available from the Company upon request. The Customer must ensure that all requirements relating to the erection and general handling of the goods are followed and the Company shall not be liable for any loss or damage resulting from the Customer's failure to do so.
  - iv) Structural bracing included with the Company's specification is an integral part of the roof truss design.
13. i) The sale, including these Terms and Conditions, shall be governed and construed in accordance with English Law.