

CONDITIONS OF SALE

Under which all goods are purchased from Trade Mouldings Distribution Limited and which every purchaser shall be assumed to have read prior to entering a purchase agreement with Trade Mouldings Distribution Limited.

FORMATION

1. In these conditions, unless the context requires otherwise:
 - 1.1 "Buyer" means the person whose order for the goods is accepted by the Seller.
 - 1.2 "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
 - 1.3 "Contract" means the contract for the purchase and sale of goods.
 - 1.4 "Goods" means the goods (including any instalment of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions.
 - 1.5 "Seller" means "Trade Mouldings Distribution Limited whose registered office is at Cookstown Business Park, Sandholes Road, Cookstown, BT80 9AR).
 - 1.6 "Writing" includes telex cable, facsimile transmission and comparable means of communication.
 - 1.7 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

BASIS OF THE SALE

2. 2.1. These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 No order submitted by the Buyer shall be deemed as accepted unless and until confirmed in writing by the Seller or the Seller's authorised representative.
- 2.3 The Buyer shall be responsible to the Seller for insuring the accuracy of the terms of any order including the application of any specification submitted by the Buyer and for giving the Seller all necessary information relating to the goods within a sufficient time to enable the Seller to perform the contract in accordance with its terms.
- 2.4 Any typographical error or omission in any sales literature, price list, acceptance of offer, invoice or other documentation or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

SAMPLE/DESCRIPTION

3. (1) Except where the Seller and the Buyer have otherwise expressly agreed the sale shall not be a sale by sample of samples submitted; and descriptions or illustrations in trade literature or catalogues shall be treated as showing type, class and general character only and not as incorporating terms or warranties as to substance, performance, colour, quality or dimension, and any failure of the Goods to conform with such samples, descriptions or illustrations shall not constitute any breach of contract on the part of the Seller.
- (2) The Goods are sold on the terms that they comply with the written terms and description contained in the specification submitted by the Buyer to the Seller.
- (3) Except where the Seller and the Buyer have otherwise expressly agreed in writing (signed by the Seller or an authorised person on behalf of the Seller) the Buyer is deemed to have satisfied himself as to the suitability of the Goods for the purpose for which the Buyer requires them and it is not a term of the contract that the Goods are fit for that purpose.

DRAWINGS

4. The Buyer will if required produce drawings for special orders which have to be cut to a particular shape/size. These drawings will be submitted to the Seller at least 5 working days before work is commenced. The Buyer accepts full responsibility for approving dimensions, shape and all other aspects of the drawings, and will indemnify the Seller from and against any loss or cost which may result from any error in such drawings, which the Buyer has not pointed out to the Seller within the time limit specified by the Seller which shall be, in the absence of specific agreement to the contrary, within three working days of receipt by the Buyer.

VARIATION IN QUANTITY

5. The Seller at its option may deliver a margin of 15% more or less on any item of timber specified or 2.5% more or less for any other product.

DELIVERY

6. (1) Unless the contract provides to the contrary the Seller may deliver the Goods by instalments.
- (2) Where delivery is to be made by instalments, each instalment shall be treated as a separate contract and delay, default or non-delivery in respect of any instalments on the part the Seller shall not entitle the Buyer to cancel the remainder of the contract.
- (3) Failure by the Buyer to pay for any instalment or delivery when payment is due shall entitle the Seller to withhold further deliveries.
- (4) If the Buyer fails to accept delivery of any Goods when tendered or in the event of any shipment or delivery Goods being delayed at the Buyer's request or in the event of the Buyer failing to make any payment for Goods when it is due the Buyer shall be liable to the Seller for all additional or excess handling, storage or other charges whatsoever thereby incurred by the Seller in relation to any such Goods or to any other Goods delivery of which the Seller is then entitled to withhold.
- (5) Unless otherwise expressly agreed no times quoted, specified or agreed for delivery of the goods by the Seller shall be of the essence of the contract.
- (6) Unless specifically otherwise agreed in writing, the Buyer shall provide adequate labour and other facilities at the point of delivery to enable the Goods to be safely and properly unloaded and shall keep the Seller indemnified from and against all claims of whatever nature arising from such unloading, other than in respect of the negligence of any servant or agent of the Seller.

VAT AND VARIATIONS IN PRICE

7. Prices are given on the basis of current costs exclusive of VAT. The Seller shall be entitled to adjust the price as at the date of invoice by such amount as may be necessary to cover any increase in any cost of the Seller relating to the supply of the Goods.

PAYMENT

8. (1) Goods will be invoiced when they are ready for collection or despatch.
- (2) Unless otherwise agreed in writing between the Seller and the Buyer, invoices and accounts are due for payment within 30 days of the date of the invoice.
- (3) If the Buyer shall fail to pay any amount when is due or if the Buyer shall fail or refuse to accept delivery of any Goods or give delivery instructions in relation thereto when they are ready for collection or despatch, or in the event of death, incapacity, bankruptcy or any act of insolvency of the Buyer, or if the Buyer is a limited company in the event of liquidation or the appointment of a Receiver, then the purchase price of all Goods invoiced or despatched by the Seller shall become forthwith due and payable by the Buyer and the Seller shall further be entitled to treat as cancelled every contract made between the Seller and the Buyer or at the Seller's option to suspend or to continue the delivery of Goods thereunder without prejudice to any other rights of the Seller.
- (4) Interest shall accrue on all sums due and outstanding from the date when payment becomes due from day to day until the date of payment at the rate of 2% above the current Royal Bank of Scotland base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.
- (5) The Buyer shall not be entitled by reason of any dispute relating to the Goods or any claim made by the Buyer under this or any other contract to withhold payment of any amount which is due to the Seller hereunder or to set off against any such amount or payment any crossclaim whether liquidated or unliquidated for any sum or sums for which the Seller does not admit liability.
- (6) The Seller reserves the right to refuse to execute any order or contract if the arrangements for payment or credit of the Buyer appear to be or are in danger of becoming unsatisfactory.

RISK AND RESERVATION OF TITLE

9. (1) When any parcel of goods is ready for collection and notice thereof is given to the Buyer the risk in those Goods shall pass to the Buyer after the expiration of a 14 day rent free period. In the case of delivered Goods the risk in those goods shall pass to the Buyer on delivery.
- (2) The property in the Goods shall not pass to the Buyer but shall remain vested in the Seller until full payment for such Goods has been received by the Seller and until such time the Buyer shall hold the goods as bailee for the Seller. Accounts shall not be treated as paid until all cheques, bills or other instruments of payment have been honoured in accordance with their terms.
- (3) The Buyer shall store, mark or designate all the Goods referred to in sub-clause (2) hereof so as clearly to show that they are the property of the Seller and such Goods shall not be used or transferred in any way until payment for same is made.
- (4) If the Buyer shall default in the punctual payment of any sum due to the Seller whether under this contract or otherwise the Seller shall be entitled forthwith to repossess any Goods which remain the property of the Seller and the Buyer shall for the purpose afford the Seller access to and the Seller shall be entitled to enter any premises of which the Buyer is in occupation or to which he has access and where any such Goods may then be and to remove such Goods therefrom.
- (5) The Buyer shall not pledge or allow any lien or charge to arise over the Goods or create any document of title thereto and shall not deal with them otherwise until payment for same has been made.
- (6) In the event of any attempted sale or disposition of any of the Goods by the Buyer, the Buyer shall hold on trust for the Seller:
- (a) So much of the proceeds of sale as is equal to the contract price of the Goods under this Contract.
- (b) The right to receive the proceeds of sale of disposition as set out in (a) hereof.

DEFECTIVE GOODS

10. (1) The Seller will in the Seller's absolute discretion replace or refund the purchase price of any Goods that the Seller shall be satisfied were defective in material at the time of delivery provided that written notice has been given to the Seller of such defect within 3 days of the date when by reason of an opportunity to inspect the Goods or otherwise the Buyer could first reasonably have ascertained that such defect existed and provided the Buyer has not in any way dealt with the Goods so as to result in their being in any worse condition than when delivered.
- (2) Insofar as the Seller may have the benefit of any guarantee or warranty given by any manufacturer of the Goods or other third party the Seller will at the request of the Buyer use all reasonable efforts to ensure that insofar as may be practicable the benefit of such guarantee or warranty ensues to the Buyer and will at the Buyer's request execute an assignment of the benefit thereof to the Buyer.
- (3) Where any Goods are delivered that do not comply with the contract the Buyer shall prior to making any claim for damages or compensation on the Seller afford the Seller a reasonable time and opportunity to act in accordance with sub-clause (1) hereof and the Seller shall in any event not be liable to the Buyer for any loss or waste of storage, warehousing, shipping, processing, manufacturing or other space or facility or labour time or effort expended of any like nature or any other indirect loss.
- (4) Without prejudice to the operation of any other Conditions hereof contained where any Goods are delivered that do not comply with the Contract any liability of the Seller to the Buyer for any loss or expense of whatsoever nature thereby occasioned shall be limited to and shall not exceed a sum equal to the value of that part of the Goods in respect of which the default has been made.
- (5) All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- (6) Insofar as it may appear to any court, arbitrator or tribunal that any term of these Conditions which seeks to impose any restriction or limitation of liability on the part of the Seller to any specified sum or multiple of the price of the Goods and to which the Unfair Contract Terms Act 1977 applies does not satisfy the requirement of reasonableness, such restriction or limitation shall not be disregarded or treated as null and void or as having no application but shall be constructed as if there were substituted therein such greater minimum specified sum or multiple of the price of the Goods as would in the opinion of the court, arbitrator or tribunal be reasonable and shall be given the effect accordingly.

CANCELLATIONS

11. The Buyer has no right to cancel any order once it has been accepted by the Seller. The Seller may at its discretion accept the cancellation of any order providing the Seller is indemnified by the Buyer in respect of all costs and expenses incurred by the Seller prior to the cancellation being accepted but in no circumstances is the Seller obligated to accept any cancellation.

FORCE MAJEURE

12. (1) If the Seller is prevented, hindered or delayed from making delivery of any goods by reason of Act of God, war, hostilities, civil disturbance, government restriction or regulation of any kind, strikes or industrial disputes, force majeure or any other causes of whatsoever nature beyond the Seller's control the Seller may give notice in writing to the Buyer either:-
- (i) Cancelling the Seller's outstanding obligations to deliver Goods under the Contract,
or
- (ii) extending the Contract contract by a period not exceeding three months.
- (2) If the Seller shall give notice under sub-clause (1) (ii) hereof there shall be no liability of the Seller to the Buyer in damages for loss or consequential loss of whatsoever nature.
- (3) If the Seller shall give a notice under sub-clause (1) (ii) hereof the time of delivery shall be extended accordingly and the Seller shall be deemed not to be in breach of contract, provided that the Buyer may within 7 days of the receipt of such a notice serve on the Seller a counter-notice electing to treat any future performance of the contract as cancelled, in which event further deliveries of Goods shall be treated as avoided by mutual consent and neither party shall be liable in damages or otherwise in respect hereof.
- (4) The foregoing provisions of this clause are without prejudice to the right of the Seller to recover the price of any Goods that have already been invoiced to the Buyer or the risk in which has passed to the Buyer.
- (5) If the Seller shall fail to make due delivery or shall make late or short delivery of the Goods or any part thereof for any cause not set out in sub-clause (1) hereof the liability of the Seller to the Buyer for damages in respect of any such loss or expense of whatsoever nature thereby occasioned shall be limited to, and shall not exceed a sum which equals the price of that part of the Goods in respect of which default has been made.

CHOICE OF LAW

- 13 All contracts shall be deemed to be made in United Kingdom and shall be construed in accordance with and be governed by the laws of Northern Ireland and in the event of any dispute arising between the Buyer and the Seller same shall be referred to arbitration dispute resolution.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS

We use the TRANSAX Cheque Warranty service, from Certegy Limited ("Certegy"), to obtain a warranty to your cheque payment. By making a cheque payment to us you consent to us and Certegy processing your personal data in the manner described below.

Certegy will record information in relation to any cheque or other financial transaction they are asked to warrant, they will combine it with any other information that they may hold about you and will use it to decide whether to warrant this and future financial transactions you may be involved in, or for any other legitimate purpose. Certegy may also use the information to make descisions in relation to any application from you for its own products and services.

If your cheque is subsequently returned unpaid, we will inform Certegy and also provide them with any information we hold (including your name and address). We may assign our rights to collect a debt to Certegy. Certegy will charge you an administration fee for the collection of a dishonoured financial transaction.

Certegy will use personal data about you (or information about your company) in order to enable them to collect a debt and may carry out a credit check where they deem it necessary to facilitate collection. Certegy may also provide information to Credit Bureaux, which they may use to provide information to their suscribers. Certegy may also provide information to other organisations as a Credit Bureau.

Services provided by Certegy are covered by the Financial Ombudsman Service. If you have any questions about the personal information held or passed on by Certegy that relates to you, or for details of the Credit Reference Agency they use, or information relating to anything else in this notice please phone 0870 240 4222. Calls to and from the company may be recorded for quality purposes