

# Terms and Conditions

## 1 Interpretation

- 1.1 In these conditions 'we' means Premier Timber Limited 'you' means the person firm or Company purchasing the Goods from us; 'us' 'you' 'our' and 'yours' should be interpreted accordingly; 'terms' means those supplies forming the subject matter of the contract between us, 'Goods' means those services and/or items forming the subject matter of the contract between us, 'these conditions' means the terms and conditions set out below.
- 1.2 In these conditions the singular shall include the plural and vice versa, and use gender shall be immaterial.
- 1.3 The heading of each provision in these terms and Conditions are intended to be for convenience only and will not have an effect on interpretation.
- 1.4 Nothing in these Conditions shall exclude or restrict any statutory rights conferred upon you where you deal as a consumer within the meaning of the unfair Contract Terms Act 1977.

## 2 Applicability of Conditions

These conditions apply to any contract of sale of Goods to you the exclusion of any other terms (whether express or implied) save any accepted or notified by one of our Directors in writing. Any order from you gives rise to a binding contract with us only when we have notified you in writing that the order is accepted or (if later) when we have made delivery of the goods to you.

## 3 Applicability of Conditions

- 3.1 Prices are exclusive of Value Added Tax which will be charged at the rate ruling at the time of the invoice.
- 3.2 We will endeavour to charge those prices which are set out in most current price list but prices are subject to alteration without prior notice and orders will be invoiced at those prices ruling at the date of despatch of the goods or the date of invoice whichever is the later. Any prices stated in our quotation will be fixed for the period stated therein, if any.

## 4 Delivery

- 4.1 Unless otherwise agreed in writing all orders are delivered carriage paid home UK mainland only.
- 4.2 Any dates, times or periods of Goods quoted by us are estimates only and we shall not be liable for failure to meet any such estimates or for any costs, charges or expenses incurred as a result of any delay. You will not be entitled to refuse to accept goods or to cancel your contract with us merely because of such failure.

## 5 Claims

- 5.1 Notice of any claim relating to shortage of or damage to the goods should be made to us verbally at the time of delivery and confirmed in writing within 72 hours of delivery.
- 5.2 We will consider claims only if the above conditions are met and the claim is signed by you and accompanied by full particulars giving your order number and a copy of our delivery note and invoice.
- 5.3 Our liability in respect of any shortage, loss or damage to the goods shall be limited to the proportion of the price attributable to those which have been undelivered, lost or damaged.

## 6 Payment Terms

- 6.1 Unless otherwise agreed between us in writing, payment for goods is due by the last day of the month following the month of invoice.
- 6.2 Where we have agreed to discount the price due for goods this is strictly conditional upon full payment of that amount being made within the agreed credit period, and in the case of late or non-payment, without prejudice to any of our other rights, we reserve the right to charge you an amount equivalent to the value of the discount, which will be immediately due.
- 6.3 Payment will not be deemed to have been made until any and all cheques, drafts and bills by which payment is to be effected has cleared or honoured as the case may be.
- 6.4 Without prejudice to any of our other rights we reserve the right to charge interest on payments outstanding after the due date at the rate (both before and after judgements) of 4% per month above the standard base rate from the due date for payment until settlement in full has been received by us together with the right to recover from any costs which we incur in the recovery of overdue sums.
- 6.5 If any payment falls into arrears we may cancel or postpone performance of any contract with you in whole or in part.
- 6.6 If for any reason items are returned that have been ordered we reserve the right to charge a restocking fee up to 25% of the item total value.

## 7 Retention of Title

- 7.1 Whilst risk in items supplied to you by us shall pass on delivery, legal and beneficial ownership of the items shall remain with us until such time as we have received payment in full of all sums due to us by you and until such time you must keep such items separate from your property and clearly identified as our property
- 7.2 Notwithstanding any terms of payment which we have agreed, payment for all goods supplied to you shall become due immediately if you fail to pay for the goods on the due date (or fail to pay any instalment in which case the whole outstanding balance shall immediately become due) or fail to pay any other sum due to us on the date or you are declared bankrupt, or compound with your creditors, or have a receiver appointed over any of your assets or, being a company, go into voluntary (other than for purposes of bona fide solvent amalgamation or reconstruction), or compulsory liquidation or enter into a composition with your creditors or have an administrator or an administrative receiver or receiver and manager appointed over all or part of your assets, or if you are otherwise declared insolvent or prohibited from trading, and you must immediately notify us thereof and in such circumstances:
  - 7.2.1 You must not resell or otherwise deal with the items;
  - 7.2.2 You must not part with possession of any items which have been delivered to you; and
  - 7.2.3 We will have the right, without prejudice to any other remedies, to withhold delivery of any undelivered items to stop any items in transit, and to otherwise suspend performance of our contract with you
- 7.3 If payment for any goods is overdue, whether in whole or in part, and any items have been delivered to you, we may, without prejudice to any of our other rights, enter upon your premises to (recover and/or resell the items or such of them as we, in our absolute discretion, may designate as necessary to recover the amount of payment overdue and our reasonable costs incurred in giving effect to rights hereunder, and, for these purposes you hereby irrevocably authorise us to enter and take all necessary and reasonable steps upon your premises.

## 8 Warranty

- 8.1 Unless we specifically agree in writing as to any other warranty or guarantee all other conditions, guarantees, warranties or other conditions (whether express or implied by statute common law or otherwise) are excluded from our contract with you.

## 9 Cancellation

Unless we are in breach of our obligations under these conditions, you may cancel or suspend your contract with us only with our prior written consent following agreement between us as to any reimbursement which we may require to compensate us for such cancellation.

## 10 Termination

- 10.1 We shall be entitled (without prejudice to any of our other rights) to terminate any contract between us if you:-
  - 10.1.1 become insolvent, or
  - 10.1.2 Fail to pay any amounts falling due to us, whether under these conditions or otherwise; or
  - 10.1.3 Commit a breach of any item of our contract with you or any other contract which we may have with you; or
  - 10.1.4 are declared bankrupt, or compound with your creditors or have a receiver appointed over any of your assets or; being a company, go into voluntary (other than for purposes of bona fide solvent amalgamation or reconstruction) or compulsory liquidation, or enter into a composition with your creditors or have an administrative receiver appointed over all or part of your assets, or if you are otherwise declared insolvent or prohibited from trading.

## 11 Force Majeure

We shall not be liable to you in respect of any matter which results from any act of God, war or riot, extreme weather, strikes or any events of any description which are beyond our control.

## 12 General and Law.

- 12.1 These conditions represent the entire agreement between us and supersede all earlier warranties, representations and statements (whether oral or in writing) and may only be varied or amended by agreement in writing between us.
- 12.2 Our contract with you is personal to you and you will not be entitled to assign the whole or any part of the benefit and/or burden of our contract without our prior written consent.
- 12.3 The validity construction and performance of the contract between us will be governed by English Law and we and you both submit to the exclusive jurisdiction of the English courts.