

BRILL SAWMILLS LTD
TERMS AND CONDITIONS OF SALE

Note: These conditions contain clauses which limit or exclude Brill Sawmill Ltd. liability.

1. DEFINITIONS

- a) 'BS' - Brill Sawmills Ltd
- b) 'Buyer' – Any person, firm or company purchasing or ordering goods from Brill Sawmills.

2. SCOPE

- a) These conditions apply to all and any contracts, agreements or transactions between BS and the Buyer. They prevail over any conditions contained or referred to in any documents of the Buyer and any provision to the contrary is hereby excluded.
- b) These Conditions together with any BS sales or delivery confirmations or advices and invoices represent the complete agreement between BS and the Buyer. Save as expressly agreed in writing by the Chief Executive of BS no-one is authorised to accept any further liability or obligation on BS's behalf and the Buyer must not rely on any other documents or on any oral representations.

3. PRICE

- a) Save as otherwise specifically agreed the price shall be as stated on the invoices sent to the Buyer by BS or in the case of cash sales in the Sales or Advice Note. Unless otherwise stated, VAT is not included and will be added to the price.
- b) Prices indicated in BS's catalogues, price lists and point-of-sale literature are for guidance only and BS reserves the right to withdraw or revise such prices at any time.
- c) Unless otherwise expressly agreed in writing, BS reserves the right to revise any agreed prices to take account of fluctuations in exchange rates, increase or imposition of any tax or duty or levy and clerical or administrative errors or of any increase in BS's costs including but not limited to costs of raw materials, freight, shipment, haulage, labour, fuel and insurance.
- d) BS quotations operate as invitations to the Buyer to place orders. They are not tenders and are subject to confirmation by BS upon receipt of the Buyer's order.

4. PAYMENT AND DEPOSITS

- a) Where supply and fit installations are requested by the buyer and agreed to by BS, the Buyer agrees to pay a 75% deposit of the contract price prior to the commencement of any installations.
- b) Unless otherwise agreed in writing, payment of any balances shall be due (less any deposits paid) in full on the day of completion of the installation and payable to our installer on submission of an invoice from BS. If any payment becomes overdue by 5 days, BS reserves the right to charge interest of 4% over the Bank of England base rates from the invoice date until payment.
- c) BS reserves the right to suspend or stop deliveries and installations if any payment becomes overdue or if BS has reason to believe that the Buyer maybe unable or unwilling to pay for the goods.
- d) Any sums due and owing to the Buyer from BS any of its subsidiary and/or associated companies may at any time be offset by BS against any sums due and owing to BS or any of its subsidiary and/or associated companies from the Buyer.
- e) Payments made by Credit Card are subject to a 3% surcharge.
- f) All price quotations will remain valid for a period not exceeding 30 days from the quotation date. BS reserves the right to review its price quotations after this period and any changes do not affect the Buyer's right to cancel.

5. CANCELLATIONS

- a) BS reserves the right to cancel any contracts and quotations, if it is deemed that prevailing site conditions at the time of survey and/or on the installation date will not permit for proper installation to take place.
- b) In the event of the Buyer cancelling the contract prior to the installation; but after materials have been sourced and delivered to the Buyer, then 25% of the deposit is non-refundable.
- c) In the event of the Buyer cancelling the contract after the installation has commenced, then 100% of the deposit is non-refundable and BS reserves the right to refund any part of the deposit it deems necessary.
- d) In the event that the Buyer cancels the contract after the delivery of materials and/or installation has began, BS reserves the right to administer a charge to the buyer no less than 35% of the contract value.

6. QUANTITIES

- a) All quantities specifications and correspondence with sample shall be subject to reasonable commercial variation and BS accepts no responsibility for variations falling within this tolerance.
- b) Quantities are subject to outturn in respect of imported goods sold prior to landing.

7. SPECIAL ORDERS

- a) BS may on request manufacture, machine or treat goods in accordance with the Buyer's drawings, designs, sample sections, specifications or instructions. The Buyer accepts full responsibility for the accuracy of the same and indemnifies BS against all liability arising from BS's compliance with the Buyer's drawings, designs, sections, specifications or instructions.
- b) The Buyer is responsible for ensuring that any licences, consents or permissions required by statute, bye-law or otherwise are obtained.

8. DELIVERY

- a) Where the goods are sold on a collect basis, delivery to the Buyer occurs immediately the goods are loaded onto the Buyer's vehicle save where that vehicle is equipped with loading equipment which is to be used to load the goods whereupon delivery occurs in the instant prior to loading.
- b) Where BS agrees to deliver the goods, or where the goods are sold on an ex-quay basis or are due to be delivered direct from BS's supplier, delivery to the Buyer occurs in the instant prior to unloading save where the delivery vehicle is equipped with loading equipment which is to be used to unload the goods whereupon delivery takes place in the instant following unloading.
- c) Unless agreed in writing, BS will deliver all materials for floor installations 7-10 days in advance of agreed installation dates to allow materials to stabilise in-situ. The Buyer accepts responsibility for providing access to his/her premises for this to be achieved.
- d) BS will require a signature for items delivered to the Buyer's premises and cannot be held responsible for any consequential loss or damage to goods due the Buyer not being available to sign for goods delivered.
- e) Failure by BS to make any delivery or part delivery shall not entitle the Buyer to reject the balance of goods.
- f) The Buyer must give instructions for delivery in good time to allow them to be carried out upon arrival of the goods. The Buyer is responsible for any costs arising from his failure to give proper instructions or to provide transport as agreed or to unload any craft or vessel within the agreed time.
- g) Where goods are to be collected by the Buyer or where the Buyer effects to delay delivery BS will store them rent free for a period of 14 days from the date on which notice to collect is given to the Buyer. Thereafter the Buyer shall pay rent at a reasonable rate (as determined by BS). In such circumstances risk passes to the Buyer at the expiry of the rent free period.
- h) To facilitate proper scheduling of installations, the Buyer is responsible for making and communicating to BS all necessary arrangements for providing access to the premises for delivery of materials and on the day of installation.
- i) Times and dates quoted for delivery and installation dates are estimates only and are not binding on BS.

9. RISK/TITLE

- a) Risk passes to the Buyer on delivery.
- b) Where goods are delivered direct to the Buyer by BS's supplier, property in the goods passes to BS on delivery to the Buyer.
- c) Property in the goods shall not pass to the Buyer until payment in full for them and for any other goods sold by BS has been received by BS free of set-off or deduction.
- d) Until such times as the price of the goods has been paid the Buyer shall store the goods in such a way as to enable them to be identified as the property of BS and the Buyer hereby irrevocably agrees that representatives of BS may enter on the Buyer's premises with such vehicles and equipment as may be necessary to remove the goods.

10. DEFECTS AND WORKMANSHIP

- a) Notice of any defect or shortfall must be given to BS in writing within 3 days of discovery of same and BS must be given an immediate opportunity to inspect the goods failing which all claims shall be deemed to be absolutely barred. BS shall have no liability if bulk is broken pending settlement of any claim or if the goods cannot be clearly identified as goods supplied by BS.
- b) BS shall not be liable to repair, replace or make good any loss in respect of defects caused by incorrect handling, machining, installation, storage, treatment or use by the Buyer or any third party or by normal wear and tear.
- c) BS will endeavour to honour agreed installation dates and complete installations within the estimated time offered to the customer at the time of order confirmation. However, installations are sometimes subject to unforeseen site circumstances which may prolong installation times. In such instances the Buyer accepts these circumstances as part of BS's terms and conditions and BS will inform the Buyer of such circumstances as and when they do occur.
- d) No work other than that agreed to during site surveys and confirmed in writing shall be undertaken by BS's installation team. Any extra work will have to be agreed in writing by BS and may be subject to a charge.
- e) Where a floor installation has been requested by the Buyer and agreed to in writing by BS, the Buyer accepts responsibility for clearing all furniture, fittings and personal effects. Any request for BS to undertake this work must be communicated at survey stage and/or in writing and BS will not be held liable for any damage to furniture.
- f) Wood floor installations are not recommended in bathrooms. If the Buyer insists on this being undertaken by BS, then the Buyer agrees to accept full responsibility for any swelling and shrinkage that may occur due to the high moisture prevailing in bathrooms and BS will have no liability in such instances.
- g) Central heating can affect movement of wooden floors. It is the responsibility of the Buyer to inform BS of this as it may affect the choice of materials used, contract price, prior conditioning of the wood and/or the decision to proceed with the installation. Failure to inform BS of this will limit any liability on the part of BS.
- h) Wood is a natural material and subject to variations in colour. BS will not have any liability arising from colour variances, tone or graining.
- i) During floor surveys, our estimators will only be able to inspect a small area of the sub-floor for damp because of the presence of existing floor covering, furniture and furnishings in the room. The Buyer is therefore informed that during installations, it is foreseeable that the installation team may encounter damp in other areas of the floor not seen during the site survey. This will invariably affect installation times due to the need to rectify damp conditions found on the floor, prior to installation. In such instances, Brill Sawmills will contact the Buyer immediately and advise of the costs to rectify the damp and Brill Sawmills will have no liability whatsoever. The Buyer is solely liable for any additional costs in rectifying the floor and Brill Sawmills reserves the right to change installation dates to allow for rectification of the floor.
- j) Notwithstanding item (i) above, it is the Buyer's responsibility to inform Brill Sawmills of the presence of any damp in all areas of the sub-floor to be fitted. Inability on the part of the Buyer to do this prior to surveys and installation dates does in no way transfer liability to Brill Sawmills. To assist the Buyer in such situations, item (i) above will always apply.

11. LIABILITY

- a) Save as set out in Condition 10, BS shall have no liability to the Buyer for any damages or losses direct or indirect resulting from defects or from any act or default of BS.
- b) Other than in respect of death or personal injury, BS shall have no liability for any indirect or consequential losses or expenses, however caused, including but not limited to loss of or damage to anticipated profits, contracts, reputation or good will, labour costs or losses or expenses arising from third party claims.
- c) Subject to Condition 14(a), in no circumstances shall BS's total liability in contract, tort or otherwise exceed the invoice price of the particular goods giving rise to liability.
- d) If the person who supplies BS with the goods validly excludes, restricts or limits his liability to BS then the liability of BS to the Buyer in respect of those goods shall be correspondingly excluded, restricted or limited. BS will on request supply the Buyer with details of any such exclusion, restriction or limitation.
- e) Where the goods are to be manufactured, machined, treated or installed by BS, BS reserves the right to sub-contract such operations to a third party in which case they shall be carried out on the standard Terms and Conditions of the third party. BS will on request obtain for the Buyer a copy of any such terms and conditions.
- f) All sales of goods to be imported are subject to shipment and safe arrival. Where BS procures goods from a foreign vendor and the price to BS is varied or the contract with BS is cancelled or altered by the vendor (whether lawfully or otherwise) the Buyer may either accept such cancellation or alteration or may cancel his contract with BS provided that BS shall have no liability towards the Buyer and the Buyer shall indemnify BS against any costs or expenses incurred by BS in procuring or trying to procure the goods for the Buyer.

12. FORCE MAJEURE

- a) BS shall not be liable for failure or delay in fulfilling any of its obligations where fulfilment thereof is prevented, frustrated, impeded, delayed or rendered uneconomic by circumstances or events beyond BS's reasonable control.

13. STATUTE

- a) Nothing in these conditions shall be interpreted as excluding or restricting BS's liability for death or personal injury.
- b) To the extent that any condition herein would by virtue of the Unfair Contract Terms Act 1977 be of no effect against a person dealing as a consumer, that condition shall not apply to a person so dealing.

14. WAIVER

- a) The rights of BS shall not be prejudiced or restricted by any indulgence or forbearance extended by BS to the Buyer and waiver of any particular breach shall not operate as a waiver of any subsequent breach.

15. SEVERANCE

- a) If any Condition or part of a Condition is found to be invalid for any purpose it shall for that purpose be deemed to have been omitted without prejudice to the effectiveness of all other Conditions or parts of Conditions.

16. LAW/JURISDICTION

- a) Save as set out below, these Conditions and all agreements between BS and the Buyer shall be governed by and construed in accordance with English law and any disputes shall be subject to the exclusive jurisdiction of the English Courts.
- b) Where the Buyer's usual place of business or central place of management is in Scotland, these Conditions and all agreements between BS and the Buyer shall be governed by and construed in accordance with laws of Scotland and any disputes shall be subject to the exclusive jurisdiction of the Scottish Courts.

Registered Office: 28 Orchard Close, Eynsham. Oxford. OX29 4EZ