

TERMS AND CONDITIONS OF TRADING

1) DEFINITIONS:

- i) **"SELLER"** *Cabinco Ltd (Company Number; 5716714)*, the Seller.
- ii) **"BUYER"** The person who buys or agrees to buy the Goods from the Seller.
- iii) **"SUPPLIER"** Any third party from whom the Seller has bought or procured goods or services for re-sale to the Buyer.
- iv) **"GOODS"** The articles which the Buyer agrees to buy from the Seller.
- v) **"PRICE"** The price for the Goods excluding carriage, packing, insurance and VAT.
- vi) **"CONDITIONS"** The terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

2) SCOPE:

- i) These conditions 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.
- ii) All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- iii) Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- ii) Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director of the Seller.

3) PRICE:

- i) The Price is exclusive of VAT which will be charged at the rate ruling at date of invoice.
- ii) The Price shall be as stated in the invoice raised at the time of sale in respect of the Goods.
- iii) The Seller reserves the right to increase the Price by any reasonable amount to take account of the fluctuations in exchange rates; imposition of any tax, duty, or levy; clerical or administrative errors; or any increase in the Seller's costs.
- iv) Prices contained in official quotations are open for acceptance for a period of 30 days after the date of the quotation, unless otherwise agreed in writing, and are valid only if the pertinent quotation number is stated on the Buyers written order, or verbally when supply is requested.
- v) Goods or services ordered without quotation, or not comprised in, or additional to the quotation will be invoiced at rates ruling at the time of supply.
- vi) Prices entered on Bills of Quantities are for guidance only and are not binding on the Seller.

4) PAYMENT:

- i) The Seller shall be entitled to invoice the Buyer for the Price on, or at any time after, the delivery of the Goods, or at any time after the Seller has notified the Buyer that the Goods are ready for delivery/collection, or the Seller has tendered delivery of the Goods.

- ii) Invoices for buyers with accounts with the Seller must be paid on or before the last day of the month following the month of the Seller's invoice.
- iii) Invoices for buyers without accounts with the Seller must be paid for at the time of collection of the Goods, or in the case of deliveries, prior to the goods being loaded on the delivery vehicle, unless otherwise agreed in writing by a Director of the Seller.
- iv) Time for payment of all invoices shall be of the essence.
- v) If the Buyer fails to make payment on the due date, or if the Seller has reason to believe that the Buyer may be unwilling to pay for the goods, then the Seller shall be entitled, without prejudice to any other right or remedy available to the Seller to:
 - a) suspend or cancel deliveries; and/or
 - b) withdraw or restrict credit provisions; and/or
 - c) appropriate any payment made by the Buyer to such value of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.
- vi) Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of [2.5]% per month and shall accrue at such a rate after as well as before any judgment.

5) RISK/TITLE:

- i) Risk passes to the Buyer on delivery of the Goods.
- ii) Where goods are delivered direct to the Buyer by any supplier of the Seller, risk in the goods passes to the Buyer at point of delivery.
- iii) In spite of delivery having been made, property in the Goods shall not pass from the Seller until:
 - a. the Buyer shall have paid the Price plus VAT in full; and
 - b. no other sums whatever shall be due from the Buyer to the Seller.
- iv) Until property in the Goods passes to the Buyer in accordance with clause 5.iii) the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- v) Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may use the Goods but may not re-sell them.
- vi) The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.
- vii) Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up the Goods to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 5.vii) shall cease.
- viii) The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- ix) The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer

fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

- x) The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the [Companies Act 1985 Part XII](#) as amended. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

6) QUANTITIES/SIZES:

- i) All quantities specifications and correspondence with sample, shall be subject to reasonable commercial variation, and the Seller accepts no responsibility for variations falling within this tolerance.
- ii) The Seller reserves the right to supply all or part of goods in imperial or metric measure and dimension, being subject to normal manufacturing tolerances as above.
- iii) All hardwoods are, unless otherwise expressly agreed in writing, sold by nominal volumetric measure, and the Buyer accepts any wastage arising from conversion or machining to specification.
- iv) Quantities are subject to outturn in respect of imported goods sold prior to landing. All sales "To Arrive" are subject to shipment and safe arrival.

7. SPECIAL ORDERS:

- i) The Seller 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 the Seller against all liability arising from compliance therewith.
- ii) The Buyer is responsible for ensuring that any licenses, consents or permissions required by statute, bye-laws, or otherwise are obtained.
- iii) The Seller reserves the right to subcontract any order or any part of any order.
- iv) Orders for non-stock goods or services cannot be cancelled after the order has been placed. Such orders will not be accepted for return and/or credit.

8) DELIVERY:

- i) Delivery to the Buyer's premises or nominated site shall be made at any time after the Goods are prepared.
- ii) The Seller may deliver goods in separate instalments. The Seller may raise a separate invoice and require payment for each instalment.
- iii) The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
- iv) The Buyer must notify to the Seller any loss or damage to the Goods within 3 days of receipt and the Goods shall be held for inspection to enable a claim to be made on the carrier.
- v) The Buyer must provide labour for promptly offloading the Seller's delivery vehicle, unless otherwise expressly agreed in writing by a Director of the Seller.
- vi) Buyers directing vehicles delivering on behalf of the Seller off the public highway, and onto construction sites or any other land, do so at their own risk, and will be held fully liable by the Seller and/or their subcontractors for any damage to the vehicle, or other property, or injury to the driver caused directly or indirectly by their action.
- vii) Delivery will be undertaken to the nearest accessible point only; at the sole discretion of the driver.

- viii) The Buyer is responsible for all/any additional handling required to move materials within the site to a location suitable from which to commence building work, unless otherwise expressly agreed in writing by a Director of the Seller.
- ix) The Seller will not be liable for damage to the Buyer's property incurred during offloading of delivery vehicles.

9) GENERAL:

- i) The Seller warrants that the Goods supplied will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the [Unfair Contract Terms Act 1977 Section 12](#) and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)) 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.
- ii) The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.
- iii) In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the Seller's liability exceed the greater of the price of the particular item(s) supplied or the amount of any valid insurance available to meet the claim.
- iv) The Seller shall not be liable for failure or delay in fulfilling any of its obligations, where fulfilment therefore is prevented, frustrated, impeded, delayed or rendered uneconomic by circumstances or events beyond the Seller's reasonable control.
- v) All/any proprietary joinery or other products or goods, must be used, installed or fitted by the Buyer, strictly in accordance with the manufacturer's instructions pertaining to those products or goods. The responsibility for obtaining such instructions lies wholly with the Buyer, except where the Seller is bound to the contrary by law.
- vi) Where Goods are replaced the original items must be returned to the Seller (or as they direct) within 21 days of supply of replacements.

10) BUILDINGS & TIMBER COMPONENTS:

- 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 warranty is made or is to be implied in connection with any such services, nor shall the Seller be under any liability whatsoever, in respect of these services, if erection is carried out before any necessary approvals are obtained, or if such services are used to obtain approvals, and goods sourced elsewhere, in which case the Seller reserves the right to charge for the services at the rate ruling at the time.
- ii) The Seller's responsibility shall be limited to assuring that, based on criteria supplied by the Buyer, the structural design of any building and/or timber component is in accordance with the relevant official standards and codes of practice. The Seller is not responsible for the aesthetic acceptability of any building and/or timber component it so produces, nor for the suitability or structural adequacy of any larger unit of which any timber component may become part. The Seller shall be relieved of any responsibility in relation to any building and/or timber component it may supply unless all the following conditions are complied with:

- a) any design produced by the Seller must be read and applied, having due regard to all current legislation, and the recommendations of interested authorities;
- b) no part of any building and/or timber component may be cut, drilled or otherwise altered unless expressly agreed in writing; and
- c) buildings and/or timber components must be properly stored, handled and erected within 21 days of delivery to site.

12 WAIVER:

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

13 SEVERANCE:

- i) Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.

The provisions of the Contracts (Rights of Third Parties Act) 1999 shall not apply to this contract and a person who is not a party to this contract shall have no right under that Act to enforce any term of the contract.

Neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ('Force Majeure Event').

Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event: the notice to specify details of the circumstances giving rise to the Force Majeure Event.

These conditions and all agreements between the Seller and the Buyer shall be governed by, and constructed in accordance with English Law and any disputes shall be subject to the exclusive jurisdiction of the English Courts.

The Seller may pass your information to other companies. **If you do not wish this to happen, please advise us accordingly IN WRITING**

COMPANY REGISTRATION NUMBER

3947069