

MUNDY VENEER LIMITED - TERMS AND CONDITIONS OF SALE

Definitions

- 1.1** In these conditions “the Company” means Mundy Veneer Limited, whose registered office is at 4 Castle Road, Chelston Business Park, Wellington, Somerset TA21 9JQ, “the Customer” means the person, firm or company with whom the Company contracts to sell goods.
- 1.2** “the Goods” means the goods sold to the Customer which are the subject of this order.

Formation of the Contract

- 2.1** These conditions shall form the basis of the contract between the Company and the Customer. Notwithstanding anything to the contrary in the Customer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed otherwise in writing by a person authorised to sign on behalf of the Company.
- 2.2** No servant or agent of the Company has power to vary these conditions orally, or to make representations or promises about the condition of the Goods, their performance or their fitness for any purpose or any other matter whatsoever. It is the responsibility of the Customer to ensure the Goods' fitness for purpose and that they conform to all appropriate legal requirements.
- 2.3** Unless otherwise expressly stated in writing, all quotations and estimates by the Company are invitations to treat. The Customer's order is an offer, which offer will be accepted by the Company delivering the Goods or acknowledging the order.
- 2.4** The acceptance by the Customer of all or any of the Goods constitutes acceptance by the Customer of these conditions.
- 2.5** The Company will provide the Goods at the request of any representative of the Customer unless otherwise instructed in writing by the Customer.
- 2.6** The construction, validity and performance of these conditions and this order shall be governed by English Law.
- 2.7** These conditions shall be subject to such further special conditions as may be prescribed in writing by the Company or as may appear on the order or delivery documentation.
- 2.8** In the event of any conflict, or apparent conflict, between the special conditions and these general conditions, the special conditions shall prevail.
- 2.9** These conditions supersede all previous trading terms issued by the Company.
- 2.10** All notices to be served under these conditions shall be served by first class pre paid post, e-mail or facsimile message at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices.

Cancellation

- 3.1** No cancellation or variation of this whole or any part of the order by the Customer is permitted, except where expressly agreed in writing by a person authorised to sign on behalf of the Company.
- 3.2** The consent of the Company to cancellation or variation of this order shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation on an indemnity basis.
- 3.3** Where the Goods are returned by the Customer without the Company's consent, they will not be accepted for credit.

Price

- 4.1** Quoted prices are based on costs prevailing at the time when they are given or agreed, are exclusive of VAT and are valid for acceptance within 30 days.
- 4.2** Notwithstanding clause 4.1 the Company shall be entitled to: (a) adjust the price of the Goods as at the time of delivery by such amounts as may be necessary to cover any currency fluctuation occurring after the date of the quotation or order in relation to the supply and/or delivery of the Goods; and/or (b) correct any errors or omissions without issuing or being deemed to issue a new quotation.
- 4.3** VAT will be added, where applicable, to all invoices at the rate applying at the appropriate tax point. Where the Goods are supplied to the Customer outside of the United Kingdom and within the European Community the Customer shall provide the Company with its VAT number or if it does not do so pay the VAT in accordance with this clause.
- 4.4** All quoted prices exclude delivery and any taxes, duties, licence fees, special packing charges and insurance unless specifically stated otherwise.

Payment

- 5.1** Unless the sale is for cash, or other credit terms have been expressly agreed, all accounts are due for payment within 7 days of the date of invoice. Unless otherwise agreed in writing payment for the Goods shall be made in UK sterling.
- 5.2** The Company reserves the right to charge interest at 8% per annum above the base rate from time to time in force of Lloyds TSB Bank Plc on all overdue accounts, together with compensation for the costs suffered by the Company arising from late payment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.3** The Customer shall not be entitled to withhold payment of any amount payable under this order by reason of any dispute or claim by the Customer.
- 5.4** The Customer shall not be entitled to set off against any amount payable under this order any amount due by the Company to the Customer under any other agreement.
- 5.5** The Company shall be entitled to set off any amount due by the Company to the Customer against any amount payable by the Customer to the Company.
- 5.6** In the case of short delivery, partial delivery or delivery of damaged Goods, the Customer shall remain liable to pay the full invoice price of all Goods delivered or available for delivery.
- 5.7** The Company reserves the right at any time at its discretion to demand security for payments before continuing with or delivering any of the Goods notwithstanding any subsisting agreement to provide credit to the Customer.
- 5.8** Without prejudice to any other rights of the Company, if the Customer shall fail to make punctual payments of any sum under any contract between the Company and the Customer, the Company, may at its option, either withhold delivery of the Goods until the total indebtedness of the Customer to the Company has been discharged, or cancel the order. The Company is required to report any debts more than 45 days overdue to its Credit Insurers. Action taken regarding collection may be at their discretion.
- 5.9** All legal and other costs and expenses reasonably incurred by the Company in seeking to collect overdue invoices from the Customer or otherwise to enforce its rights under this contract will be recoverable from the Customer on an indemnity basis.

Delivery

- 6.1** Delivery will be deemed to have been effected when the Goods leave the premises of the Company or, as the case may be, the premises of the suppliers to the Company in circumstances where the Goods are delivered direct from such suppliers or, where the Goods are not delivered by the Company, but by an independent carrier, delivery of the Goods by the Company to the carrier shall be delivery to the Customer.
- 6.2** Delivery dates are given in good faith but are not guaranteed and no liability will be accepted for any loss whatsoever suffered or caused through late delivery or non delivery and time of delivery shall not be of the essence.
- 6.3** The Company reserves the right to make delivery by instalments and tender a separate invoice in respect of each instalment.
- 6.4** In the event that the Customer requests that any Goods be deposited other than on private premises owned by the Customer, the Customer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify the Company in respect of all costs claims losses or expenses which the Company may incur as a result of such delivery whether on the public highway or elsewhere.

6.5 The Customer shall provide at its own expense, the labour necessary for unloading the Goods such labour to be available during normal working hours on the day notified by the Company for delivery.

6.6 The Customer shall procure the signing of the Company's delivery note as acknowledgement of delivery of the Goods specified on the delivery note.

6.7 If the Customer wishes to claim that there is any shortage on the delivery of any Goods or that any of the Goods are delivered damaged, the Customer shall give notice in writing to the Company within 3 days after the date of delivery, or within 7 days of non-delivery if the Goods are not delivered on the anticipated delivery date, failing which the Goods shall be deemed to have been delivered undamaged and in accordance with the delivery documents. If short delivery does take place, the Customer shall not reject the Goods but shall accept the Goods delivered as a part performance of the order. If short delivery or damaged Goods are complained of, the Company shall be under no liability in respect of the claim unless a reasonable opportunity to inspect the Goods is provided to the Company before any use is made of the Goods by the Customer. The liability of the Company for short delivery or damaged Goods shall be strictly limited to the provision of any Goods not delivered or the replacement or, at the Company's option, repair of any damaged Goods.

6.8 The Company reserves the right to deliver and charge for deviations in quantities supplied of unfinished timber of not more than 20% of the quantity ordered.

Title and Risk

7.1 Risk in the Goods shall pass to the Customer when the Goods are delivered to the Customer. If the Goods are sold ex-docks or warehouse, the Goods shall be at the Company's risk as to fire only until removed by the Customer or until expiry of any rent-free period notified to the Customer, as the case may be.

7.2 Title and property in the Goods, including full legal and beneficial ownership, shall remain with the Company until it has received payment in full in cash or cleared funds for all goods delivered to the Customer under this order and all other contracts between the Company and the Customer which have not been paid in full. Payment of the full price of the Goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the Customer.

7.3 The Goods shall be stored on the Customer's premises separately from any other goods and the Customer shall not interfere with any identification marks or serial numbers on the Goods.

7.4 The Customer is licensed by the Company to use or agree to sell the Goods delivered to the Customer subject to the revocation of such authority in accordance with clause 7.5.

7.5 Until title to the Goods passes, without prejudice to any other rights of the Company, the Company may at any time revoke the power of sale and use contained in clause 7.4 by notice to the Customer if the Customer is in default for longer than 14 days in the payment of any sum whatsoever due to the Company whether in respect of the Goods or otherwise or if the Company has bona fide doubts as to the solvency of the Customer, whereupon the Customer shall deliver up such Goods to the Company.

7.6 The Company may at any time recover and re-sell Goods in which title shall not have passed to the Customer. The Company by its servants and agents shall be entitled to access to the Customer's premises or those to which the Customer has a right of access where the Goods or some of them are stored or thought to be stored for the purpose of re-possession at any time.

7.7 Risk in the Goods shall revert to the Company following re-possession but not otherwise.

7.8 If the Customer shall become bankrupt or insolvent, or have a receiving order or administration order made against him or compound with his creditors, or, being a corporation, commence to be wound up, not being a members voluntary winding up for the purpose of reconstruction or amalgamation, or carry on its business under a receiver for the benefit of its creditors or any of them, or the Company has bona fide doubts as to the solvency of the Customer, all sums payable to the Company by the Customer in respect of the Goods or otherwise shall become due and payable forthwith, without requirement for any notice to be given and the Company shall be released from its obligation to deliver such of the Goods as remain undelivered, save on terms acceptable to the Company, or if the Goods or any of them shall have been delivered, the power of sale and use contained in clause 7.4 shall be deemed revoked forthwith, and the Goods shall be delivered up to the Company.

Defective Goods

8.1 Any defects in the Goods must be reported by the Customer to the Company in writing within 7 days from the date of delivery of the Goods. The Customer accepts that:

- (a) all wood species (including natural, dyed and multilaminar veneers) are light sensitive and will change colour on exposure to strong sources of light; such changes can never be accepted as a defect;
- (b) the natural characteristics of wood e.g. grain and colour variation, cracks, 'open defect', shake, holes etc can not be accepted as defects;
- (c) for Tabu products no claim for defective goods can be considered unless (i) the Customer can show that the technical recommendations for use of Tabu veneers (as set out in the Tabu brochure and in documentation supplied by the Company) have been accurately followed and (ii) Tabu SpA accept the defect.

If a defect is accepted as being caused by faulty design, manufacture or handling by the Company, the Company will, at its option, either replace the Goods or refund the purchase price of the Goods, subject in all cases to the return of the Goods (or such of them as is claimed as defective) to the Company by the Customer, at the Customer's expense.

8.2 Save as set out in clause 8.1 all warranties or other terms implied by statute or otherwise shall not apply to this order, including but not limited to those implied by the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994), the Supply of Goods and Services Act 1982 and the Consumer Protection Act 1987.

8.3 The Company shall not be liable for any consequential or indirect loss suffered by the Customer or any third party in relation to the order and the Customer shall indemnify the Company in respect of any claim of any person in respect of such consequential or indirect loss.

8.4 This clause 8 constitutes the entire liability of the Company under the order, which, in any event, shall not exceed the contract price of the Goods, save in respect of the Company's liability for death or personal injury resulting from negligence.

Specifications

9.1 The Goods are supplied on the basis that they comply with technical specifications contained in any printed documentation concerning the Goods prepared or supplied by the Company and that they conform to the written descriptions contained in the order. No guarantee can be given that Goods delivered will match samples submitted in all material respects, including but not limited to colour, grain, pattern, size, weight and cut, as samples are drawn from bulk and are representative of the whole.

9.2 If the Goods are manufactured to the design or specification of the Customer or the Customer's agent, the Goods carry no undertaking or warranty of any kind save that they will comply with the design or specification (as agreed between the parties) in all material respects.

General

10.1 The Company shall not be liable for any failure to deliver or delay in delivery of the Goods arising from circumstances outside its control, including but not limited to lock-outs, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components.

10.2 No person who is not a party to this order shall have the right, under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these conditions.