

## Nicholls Joinery Ltd

### Conditions of Sale

1. Goods are not tested unless expressly defined elsewhere as conforming to certain British Standards or other tests. Goods are not sold as fit for any particular purpose and unless stated elsewhere in writing, any term, warranties or conditions expressed or implied, statutory or otherwise, are hereby excluded. In no circumstances whatsoever shall Seller's liability (in contract tort or otherwise) to the buyer arising under, out of or in connection with this contract or the goods supplied exceed the invoice price of the particular goods in regard to which complaint is made.
2. The property in the goods shall not pass to the Buyer, until the Buyer has paid to the Seller the total price thereof. If, notwithstanding that the property in the goods has not passed to the Buyer, the Buyer shall sell the goods in such a manner as to pass to a third party a valid title to the goods. The Buyer shall hold the proceeds of such sale on trust for the Seller. The Buyer agrees that prior to the payment of the whole price of the goods the Seller may at any time enter upon the Buyer's premises and remove the goods therefrom and that prior to such payment the Buyer shall keep the goods separate and identifiable for this purpose. Nothing herein shall constitute the Buyer the Agent of the Seller for the purpose of any such sub sale. Notwithstanding that property in the goods shall not pass to the Buyer save as above, the goods shall be at risk of the Buyer from the time of collection by or delivery to him of the goods. Any delay caused by the unreasonable act of default of either party to rail or road transport or craft furnished by other to be for the account of the party causing the delay.
3. If the buyer shall fail to make due payment of all monies due by the Buyer to the Seller on whatever account, then until all such monies have been paid, the seller shall be entitled to withhold delivery of the goods or any part thereof and during such time the goods shall be deemed to be not available for collection. If the Buyer does, or suffers to do anything which might prejudice his liability to pay the full price, he shall be deemed to have repudiated this contract and the Seller may, without prejudice to his other rights accept such repudiation without notice of termination thereof. The Buyer shall take delivery of, or collect goods within the time limit provided under the contract; in the event that he fails to do so within such time limit, the Seller shall be entitled to treat such failure as a repudiation of the contract and may without prejudice to his other rights accept repudiation without notice as termination thereof.
4. Unless otherwise agreed in writing, payment shall be made by the end of the month following the month of delivery and in default of such payment (without prejudice to any other remedy) the Seller may withhold further deliveries both in respect of the contract or series of contracts to which default relates and in respect of any other contracts for delivery or collection of goods to the Buyer, and payment in respect of all goods passed from the Seller to the Buyer shall forthwith become due for payment. The Seller reserves the right to charge and the Buyer shall be deemed to have agreed to pay interest on the amount overdue from the date of default to the date of payment at the rate of 25% per annum.
5. All prices quoted are exclusive of VAT. The prices are based on cost (including, but without being limited to, duty, tax and transport) prevailing at the time of the quotation and are subject to alteration without notice. Prices charged will be those current at the date of delivery. The Seller reserves the right to refuse to execute an order if the arrangements for payment are unsatisfactory to the Seller.
6. Written notice of any claim under, out of, or in connection with this contract must be given to the Seller within 7 working days from the date when the goods are collected or delivered, failing which all claims shall be deemed to be waived and absolutely barred. In the event the Seller shall be under no liability for shortage or damage unless pointed out to the driver on delivery and endorsed on the delivery note and in the event of the carrier not being the Seller a further written notice of claim being made to both the carrier and the Seller within 3 working days of delivery.
7. Contracts are entered into with a Buyer only on the above conditions of sale, to the total exclusion of any terms and conditions of the Buyer.
8. DESIGN
  - a. The Seller will not accept responsibility for the taking off of dimensions from which goods are to be manufactured. The provision of these dimensions is the responsibility of the Buyer. This applies also to any special factors, which will affect the dimensional accuracy of the goods in question. Such information must be supplied in writing to the Buyer.
  - b. The Buyer is responsible for informing the Seller of any other factors which may affect both design and dimensions which affect the finished products. Such information must be supplied in writing by the

Buyer at the time of ordering and the Seller reserves the right to amend his price for the goods accordingly.

- c. The Seller will give any reasonable assistance and advice, which is connected with the use of his products. The Seller will not be responsible for negligence or otherwise, whether by himself or by any third party in connection with such advice.