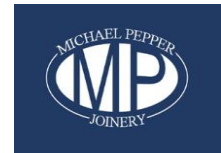


Terms and Conditions of Sale.



1. DEFINITIONS.

In these terms and conditions:-

- a) The 'Seller' means Michael Pepper Joinery Ltd.
- b) The 'Buyer' means the person, firm or company who places an order with the Seller for the purchase and/or supply of any Goods and/or services.
- c) The 'Goods' means the products and/or services supplied by the Seller (either wholly or in installments) which are the subject of an order placed by the Buyer with the Seller.
- d) The 'Contract' means the Contract for the purchase and sale of the Goods to the exclusion of any terms and conditions of purchase of the Buyer (see 2a).

2. APPLICATION OF TERMS AND CONDITIONS.

- a) These terms and conditions shall apply to all Contracts for the sale of the Goods entered into by the Seller to the exclusion of any terms and conditions of purchase of the Buyer, including any terms or conditions which the Buyer may subsequently purport to apply under any purchase order confirmation of order or similar document.
- b) No variation of these terms and conditions shall be binding unless agreed to in writing by the Seller.
- c) Any provision of these terms and conditions 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 these terms and conditions.

3. QUOTATIONS.

- a) No quotation issued by the Seller shall constitute an offer to sell the Goods referred to therein. All orders for goods shall be deemed to be an offer by the Buyer to purchase goods pursuant to these conditions and shall only be binding on the Seller if it is accepted by the Seller in writing.
- b) Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
- c) An order constitutes an offer by the Buyer to purchase the goods in accordance with these conditions. The Buyer is responsible for ensuring that the terms of the order and any applicable specification submitted by the Buyer are complete and accurate.
- d) A quotation for the goods given by the Seller shall not constitute an offer. Unless previously withdrawn, the Seller's quotation shall be valid for a period of 30 days from its date of issue unless otherwise stated, after this period we would need to re-quote.

4. PRICES.

- a) All prices are for delivery or collection within the UK mainland and include only such Goods as are specified in the quotation or offer and are for the quantities therein expressed. If the Buyer shall request any variation any extra cost arising from such variation shall be payable by the Buyer.
- b) Payment shall be made in pounds sterling.
- c) Unless otherwise specified prices quoted do not include Value Added Tax which will be added at the rate prevailing at the appropriate tax point.
- d) At the Seller's discretion packaging may be provided and if this is the case such packaging will be included in the price.
- e) The price payable for the Goods shall be the price ruling at the date of delivery or collection and the Seller shall be entitled to adjust the price of the Goods at any time between the date of the order and the date of delivery or collection of the Goods to take account of any or all of the following factors.
 - (i) Where Goods are imported any variation of currency exchange rates or special taxes or charges imposed by any government.
 - (ii) Increased costs resulting from the prohibition or other actions of any government.
 - (iii) Increased labour costs.
 - (iv) Increased material costs.
 - (v) Increased transport costs (if carriage is included in the quoted price).
 - (vi) Implementing any request by the Buyer for change in delivery schedules, completion dates, quantities, design or specifications.
 - (vii) Delays caused by instructions of the Buyer or by the failure of the Buyer to give adequate instructions or information.

5. PAYMENT.

- a) The Seller shall not be bound to deliver the goods until the Buyer has paid for them. Payment shall be due before the delivery date and time for payment shall be of the essence. The price is exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice.
- b) The provision of a credit facility for the Buyer is a matter for the unfettered discretion of the Seller as is the amount of credit extended. Should a credit facility be offered it is on condition that it may be reduced or cancelled without prior notice. On withdrawal of a credit facility all amounts owed by the Buyer to the Seller shall become immediately payable to the Seller.
- c) The Seller reserves the right to charge interest on all overdue accounts either at the rate of 3% per month above the Bank of England Base Rate or, at the Seller's sole option, at the rate for the time being payable on overdue accounts pursuant to the (Late Payments Act or any statutory re-enactment or replacement thereof), but without prejudice to the Seller's other rights and remedies hereunder.
- d) At any time before the delivery or collection of the Goods the Seller reserves the right to notify the Buyer that any outstanding payment is required prior to delivery and the Seller shall be entitled to withhold supply until payment is made or to cancel the Contract and demand payment of all invoices notwithstanding clause 5 a) or any other agreement.
- e) The Seller reserves the right at any time to demand security for payment before continuing with or supplying an order.
- f) If the Buyer fails to accept the supply of Goods on or about the date agreed with the Seller the latter reserves the right to charge for Goods as if supply had been affected.
- g) The Buyer may not withhold payment of any Invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatever. Furthermore, it is an express provision herein that no claims shall be set-off by the Buyer under an unconnected contract between the Buyer and the Seller.
- h) Where credit is approved and unless otherwise expressly agreed, accounts are due for payment no later than 30 Days from the date of invoice.

6. RISK AND PROPERTY.

- a) The goods shall be at the Buyer's risk as from delivery.
- b) In spite of delivery having been made property in the goods shall not pass from the Seller until:-
 - (i) The Buyer shall have paid the price plus VAT in full; and
 - (ii) No other sums whatever shall be due from the Buyer to the Seller.
- c) Until property in the goods passes to the Buyer in accordance with Clause 6 b) 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.
- d) Notwithstanding that the goods (or any of them) remain the property of the Seller the Buyer may sell or use the goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the goods passes from the Seller the entire proceeds of sale or otherwise of the goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn Bank account and shall be at all material times identified as the Seller's money.

- e) 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.
- f) Until such time as property in the goods passes from the Seller the Buyer shall upon request deliver up such of the goods as have not ceased to be in existence or be sold 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 6 d) shall cease.
- g) 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.
- h) 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.
- i) The Buyer shall promptly deliver the prescribed particulars of the Contract to the Registrar in accordance with Companies Act 1985 Part XII as amended, or in accordance with any statutory re-enactment or replacement thereof. 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.
- j) The Seller shall be entitled to a general lien on all goods of the Buyer in the Seller's possession (including goods of the Buyer which have been paid for) for the unpaid price of all goods sold to the Buyer under any Contract.

7. SUPPLY - DELIVERY AND COLLECTION.

- a) Time of supply of Goods shall not be the essence of the Contract. Delivery or performance dates specified in the Contract are approximate only. The Seller shall not be liable for delay in delivery or supply from any cause whatsoever or howsoever arising nor shall such delay entitle the Buyer to reject the Goods or repudiate the Contract or render the Seller liable for damages in any way.
- b) Unless the Contract provides to the contrary the Seller may deliver or supply by installment and invoice the Buyer for such installments on the same terms and conditions contained herein.
- c) Delivery is to the nearest point to the site on a road suitable in the opinion of the driver for the vehicle used. It is the responsibility of the Buyer to provide adequate labour and facilities at the point of delivery to enable the Goods to be unloaded safely and properly. The Buyer shall indemnify the Seller against all claims of whatsoever nature arising from such unloading other than in respect of the negligence of any servant or agent of the Seller.
- d) If the Buyer fails to take or make arrangements to accept delivery or collect the Goods, or the Seller is unable to deliver because of a request to delay the delivery once having agreed a delivery date prior to production, inadequate access or instructions, delivery shall be deemed to have taken place and the Seller may do any one of the following (without prejudice to any other right or remedy the Seller may have):
 - (i) make additional charges for failed delivery
 - (ii) store the Goods at the Buyer's risk and cost
 - (iii) invoice the Buyer for the Goods
 - (iv) suspend or terminate this contract without liability on the Seller's part
 - (v) recover from the Buyer all costs and losses incurred by the Seller
- e) The Seller may deliver the goods at any time after the Seller notifies the Buyer that the goods are ready, to the location agreed in writing between the parties. Where the goods do not amount to any minimum order quantity specified by the Seller from time to time, the Seller may charge an additional delivery charge.

8. RETURN OF GOODS.

Goods may be returned by the Buyer at the discretion of the Seller if the Goods are in the original packaging if any and undamaged and the Seller has had the opportunity to inspect them. This is unlikely to apply in the case of non-standard Goods. A restocking charge of not less than 25% of the invoice value of the Goods will be applied in addition to any other costs incurred by the Seller which will be passed on in full to the Buyer.

9. CANCELLATION.

- a) There is no right to cancel or vary any order once it has been accepted by the Seller. Without prejudice to the general statement where goods (e.g. doors and frames) are of non-standard nature with respect to size and finish it is most unlikely that the Seller will be able to resell them.
- b) The Seller may at its entire discretion accept the cancellation or variation of an order providing it is indemnified in respect of all costs and expenses incurred prior to the cancellation being accepted. In no circumstances is the Seller obliged to accept any cancellation.
- c) If cancellation or variation is accepted by the Seller the request for such must be made in writing by the Buyer and confirmation agreed by the Seller in writing.
- d) The Seller may cancel a Contract at any time before the goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

10. CLAIMS.

- a) The Buyer shall inspect the Goods on delivery or collection as the case may be.
- b) Any variation in quantity from that stated on the Seller's delivery or collection ticket must be marked on said ticket and countersigned by the Seller's driver or representative. The Seller shall be under no liability whatsoever for deficiencies not so notified.
- c) Where the Buyer complains of defect or damage the Buyer should take action as in 10(b) if the defect or damage is apparent or if not confirm the complaint in writing with 2 working days from delivery or collection. If a written complaint is not received within 2 working days by the Seller then the Seller will be under no liability and the Buyer will be deemed to have accepted the goods.
- d) Any written complaint must include details of the alleged defect or damage and the Seller must be given reasonable opportunity to inspect the Goods in question. If the Goods are agreed to be defective or damaged the Seller may at its option either rectify the defect, replace the Goods or credit the invoice price of the Goods, thereby fully discharging all legal liability in respect thereof. In the event of a credit the value of the credit will not exceed the invoice value of the goods in question. If the Buyer takes action to rectify an alleged defect without the Seller having inspected the Goods then the Seller will not be liable in any way whatsoever.
- e) In all cases where the Buyer complains of defects or shortages the Seller shall without prejudice to the question of liability generally be under no liability in any event if it has not been given an opportunity to inspect the goods before they had been used by the Buyer or a third party.

11. SALE BY SAMPLE - DESCRIPTION.

- a) Unless expressly agreed in writing between Buyer and Seller sale will not be by sample or samples submitted and descriptions or illustrations in trade literature or catalogues shall be treated as showing type, class, and general character only and not as importing terms or warranties as to substance, performance colour, quality or dimension and any failure of Goods to conform with such samples, descriptions or illustrations shall not constitute any breach of Contract on the part of the Seller.
- b) Unless expressly agreed in writing between the Buyer and the Seller the Buyer is deemed to have satisfied himself as to the suitability of the Goods for the purpose for which the Buyer required them and it is not a term of the Contract that the Goods are fit for that purpose.
- c) In the cases of colours of timbers, veneers, melamines or laminates no adherence to a particular shade of colour nor perfect consistency of colour can be guaranteed by the Seller and a reasonable variation in both cases shall be accepted by the Buyer.

12. SPECIFICATION.

The Seller is entitled to assume that all drawings, descriptions, specifications and other information supplied by the Buyer to the Seller whether written or verbal are in all respects complete, accurate and entirely suitable for the Buyer's requirements. No liability can be accepted for Goods supplied in accordance with information provided by the Buyer.

13. LIMITATION OF LIABILITY.

- a) All terms conditions and warranties (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise relating to the quality and/or fitness for purpose of the goods or any of the goods are excluded, to the extent permitted by law.
- b) Nothing in clause 13 shall exclude or restrict the Seller's liability for death or personal injury.
- c) The Seller shall not be liable for any consequential or indirect loss or damage suffered by the Buyer howsoever arising whether or not caused by the Seller's negligence.
- d) Without prejudice to the generality of the foregoing the Seller shall not be liable for loss of profits, loss of contracts and damage to property of the Buyer or anyone else whatsoever howsoever arising and whether or not caused by the Seller's negligence.
- e) Without prejudice to clause 12 of these terms and conditions or the Seller's other rights hereunder the Seller's total liability for any one claim or for the total of all claims arising from any one act or default of the Seller whether arising from the Seller's negligence or otherwise shall not in any event exceed the Contract price of the Goods.

14. CARE OF GOODS ON SITE.

It is a condition precedent to any liability that:-

- a) All Goods shall be stored in accordance with good trade practice, in a dry place, stacked flat, bearers used between doors where required for adequate support, slightly raised from the ground and adequately protected from the weather and that no internal joinery or doors shall be installed in a building which has not adequately dried out.
- b) All joinery or doors supplied in the white shall be suitably primed without delay after receipt and all joinery supplied shall receive further coats of paint within a reasonable period and items supplied with a base coat of stain shall receive further coats as soon as possible.
- c) Any surfaces subsequently cut particularly those exposing end grains shall be brush coated with preservative and if required for paint finish shall also be primed before the joinery or doors are in a fixed position.
- d) All joinery and doors shall be installed correctly in accordance with good trade practices and adequately maintained in service.
- e) Paintwork or other protective surface finishes of external joinery shall be maintained in service and moisture shall not be allowed to penetrate into the timber.
- f) Veneered Goods must not be exposed to sunlight.
- g) Further information regarding the care and handling of Goods is available from the Seller and recognised bodies such as Trada, The British Woodworking Federation (Care of timber doors on site) and the British Standards Institution (BS1186 part 2 and BS8000 part 5).
- h) The Seller shall not be liable for failure of the goods where the Buyer (or it's agent or any end user) alters, or repair such goods without the Buyers prior written consent, or if the defect arises as a result of wilful damage, fair wear and tear, negligence or abnormal storage or working conditions.
- i) Should the Seller reject a claim made by the Buyer under the above clause, the Seller may at it's discretion charge an administration fee to the Buyer of £350.00 or the costs reasonably incurred by the Seller in investigating the claim, whichever is greater. Any such administration fee shall be invoiced to the Buyer and shall be payable within 30 days of the date of the invoice.

15. SUB CONTRACTING.

The Seller shall be free to employ Sub-Contractors.

16. CLAUSE HEADINGS.

The Clause headings shall not affect the interpretation of these terms and conditions.

17. FORCE MAJEURE.

The Seller shall not be liable for any failure to deliver the Goods arising from circumstances outside the Seller's control including for example acts of God, War, Riot, Explosion, Abnormal Weather, Fire, Flood, Strikes, Lock-Outs, Government Action or Regulations (UK or otherwise), Delays by Suppliers, Accidents and Shortages or Materials, Labour or Manufacturing Facilities.

18. INSOLVENCY OF CUSTOMER.

If the Buyer fails to make payment for the goods in accordance with the Contract or commits any other breach of the Contract or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangements with its creditors or commits an act of bankruptcy or if any Petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a Limited Company any resolutions or Petition to wind-up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if an Administrative Receiver or Manager shall be appointed over the whole or any part of the Buyer's business or if the Buyer ceases or threatens to cease to carry on business or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly, or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the goods shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have:

- (i) Suspend all future deliveries of goods to the Buyer and/or terminate the Contract without liability upon its part;
- (ii) Exercise any of its rights pursuant to Clause 6 hereof.

19. WAIVER.

No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under a Contract shall prejudice its right to do so in the future.

20. JURISDICTION.

All contracts between the Seller and the Buyer shall be governed and construed in accordance with English Law and all disputes arising in relation to such Contracts shall be submitted to the jurisdiction of the English Courts.

21. CONFIDENTIALITY.

Any transactions, letters, drawings, specifications technical information on prices whether written or verbal supplied by the Seller to the Buyer shall be regarded by the Buyer as confidential and will not be disclosed to others unless agreed in writing by the Seller.

22. SUPPLY - LEAD INS.

Delivery dates are quoted in good faith but no liability will be accepted for the failure or inability of the Company to deliver for whatever cause, however arising, at or within the time quoted for appointed for delivery.

23. PROGRAM.

The company accepts no liability for loss or damage resulting from delay in supplying goods or services or for the non-supply to any dates agreed for delivery or performance which shall be regarded as estimated only.

24. SET OFF.

The Buyer shall have no right to set off without full qualification in writing of any matter arising. Such matters can not breach any of the terms herewith. The Buyer has no right to set off any sums relating to any other order or contract between the parties, nor have they the right to set off anticipated costs.

25. General

- a) Severence. If any condition herein shall be deemed void for any reason whatsoever, but would be valid if part of the wording thereof were deleted any such condition shall apply with such modification as may be necessary to make it valid and effective.
- b) Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Seller.
- c) Assignment. The Buyer shall not assign, transfer, charge, subcontract or deal with in any other manner, its rights or obligations under these Conditions in whole or in part to any third party without the prior written consent of the Seller.
- d) Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- e) Governing Law and Jurisdiction. The Contract shall be governed by and construed according to English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts over all disputes arising out of or in connection with this Contract.