

RYTONS BUILDING PRODUCTS LIMITED – Standard Terms of Sale

The Buyer's attention is directed to the limitation of liability at clause 7

1. General

- 1.1 Unless otherwise expressly agreed in writing by a Director of the Company, the Goods are sold upon the following terms and conditions. Only a Director of the Company has authority to vary or omit any of these terms and conditions. Any terms and conditions printed on the Buyer's order forms are binding only insofar as they are not at variance with these terms and conditions and they have been specifically agreed to in writing by a Director of the Company. The jurisdiction and law applicable to this contract shall be that of England and Wales.
- 1.2 These Standard Terms are subject to any Special Terms agreed, and expressions defined in such special terms have the same meaning in these Standard Terms. If any part of these Standard Terms is ineffective for any reason, the remainder shall be binding upon the parties. Failure by the Company to enforce at any time any of its Special or Standard Terms shall not be a waiver of the Company's rights.

2. Price

All written or verbal quotations do not constitute offers and are subject to the Company's written acceptance of the Buyer's order, on these Standard Terms. All prices quoted or listed by the Company are based on current prices and are subject to adjustment prior to despatch to cover any increase in costs or materials, or in taxation or duty, which takes place prior to delivery. Goods are sold "ex works" as defined by Incoterms (1990). Packing, carriage and VAT are extra and will be added to the invoice where applicable.

3. Delivery

- 3.1 The Company will use all reasonable endeavours to deliver at the time stated, but delivery dates given are estimates only. The Company shall not be liable for any delay occasioned by any cause whatsoever beyond the Company's reasonable control.
- 3.2 In the case of delivery of Goods by instalments, the Buyer will not be entitled to treat the delivery of faulty goods in any one instalment, or the late delivery or non-delivery of any one instalment, as a repudiation of the whole contract. If the Buyer fails to give delivery instruction within 14 days of it being notified that the Goods are ready for delivery, the Company shall (without prejudice to any other right or remedies available to it) be entitled (but not bound) to store the Goods anywhere it chooses at the Buyer's expense.

4. Risk and ownership in the Goods

- 4.1 The Risk in the Goods passes to the Buyer upon delivery ex works. Ownership shall only pass from the Company to the Buyer upon full payment being made for the Goods to the Company. If the Buyer sells the Goods in such a way as to pass to a third party valid title to the Goods, before the Company is paid, the Buyer shall be the trustee for the Company of the proceeds of such sale or to the claim for such proceeds and the Buyer shall place such proceeds in a separate bank account. The Company's rights shall attach to the proceeds of such sale. Nothing herein shall constitute the Buyer the Company's agent for the purposes of any such sub-sale.
- 4.2 The Buyer agrees that until the Company is paid in full for the Goods, the Company may at any time repossess them and enter upon the Buyer's premises and remove the Goods and dispose of them in any way it may decide. Prior to such payment the Buyer shall care for the Goods just as if they were his own, and separately identifiable. If for any reason the Company is required to inspect, identify or collect unpaid Goods from either the Buyer's premises or a third party premises the Company will charge the Buyer £100 per hour plus fuel costs for doing so.

5. Notification of Loss or Damage

The Company must be informed in writing within 3 days of delivery of Goods of any shortage, damage, defect, or lacking of conformity with the contract, and any shortage of cartons or any visible damage must be marked on the carrier's delivery note. The Company must be informed in writing within 7 days of receipt of invoice, if no Goods have been delivered. Otherwise the Goods shall be deemed to have been accepted by the Buyer as being in good order and in conformity with the contract. If required by the Company and at the Buyer's cost, the Goods must be returned to the Company within 14 days of notification of any claim, properly packed.

6. Payment

- 6.1 The price of the Goods shall be paid in sterling in the UK. Failure to make due payment in respect of deliveries or instalments under this Contract shall entitle the Company to delay, suspend or cancel deliveries in whole or in part at its option without penalty.
- 6.2 Invoices are due and payable at the end of the month following the month of delivery. The Company reserves the right to charge interest to the Buyer at the rate of 10% per annum on the unpaid balance, such interest to accrue on a day to day basis from the due date, before and after judgement.
- 6.3 Payment shall be due whether or not ownership in the Goods has passed to a third party. The Company shall (without prejudice to any other right or remedy) be entitled to sue for the price after it is due, even if the ownership in the Goods has not passed.

7. Liability

- 7.1 The Buyer shall inspect the Goods upon delivery. The Company will make good at its option by repair or replacement any defects in the Goods due solely to defective workmanship or materials which are notified to the Company within the relevant time limits below.

Regarding any defect discoverable upon reasonable examination, such notification must be made within 3 working days from delivery. Regarding any defect not discoverable upon reasonable examination, such notification must be made within 14 working days of the date the defect is actually discovered (and in any event within 3 months from delivery),

provided that the Company's obligations shall not extend to defects wholly or partly caused by wilful damage, negligence, incorrect storage, improper use, or inappropriate installation (other than by the Company's employees or agents).

7.2 Except for breach of the Company's statutorily implied undertaking as to title, all express or implied conditions representations or warranties as to description, quality or fitness of the Goods or otherwise are expressly excluded. The Company shall not be liable at all, for any consequential or indirect loss, or loss of profits, whether arising by the Company's negligence or otherwise. The Company's products are designed and manufactured from good quality materials to meet builders' reasonable needs. Consequently, the Company reserves the right to improve specification from time to time without notice.

8. Force Majeure

The Company shall not be liable to the Buyer for any loss or damage suffered by the Buyer if its performance of the contract is prevented or delayed, (in particular if any estimated delivery date is delayed) by any cause whatsoever beyond the Company's control. This includes Act of God, war, riot, civil commotion, fire, flood, subsidence, sabotage, accident, strike, lock-out, Government controls, restrictions, prohibitions, or any other Government act or omission.

9. Safety Instructions

The Buyer undertakes with the Company that it will ensure compliance (so far as is reasonably practicable) by its employees, agents, licensees, and customers, with any instructions given by the Company or the manufacturer of the Goods for the purposes of ensuring that the Goods will be safe and without risk to health when properly used, and will take any other steps or precautions (having regard to the nature of the Goods) as are necessary to preserve the health and safety of persons handling, using, or disposing of them.

17 July 2008