

TERMS & CONDITIONS OF SALE

1. Definitions
In these terms and conditions of sale, unless the context otherwise requires, "the Company" shall mean Glenalmond Timber Co Ltd whose registered office is at Station Road, Methven, Perth PH1 3QF, and "the Customer" shall mean the person or persons, firm or company or other body to whom goods or services are supplied hereunder.
2. General
These conditions of sale shall apply in their entirety as between the Company and the Customer and shall prevail over all other conditions, warranties and representations, whether express or implied, statutory or otherwise and any purported provisions to the contrary are hereby excluded.
3. Quotations
 - 3.1 All quotations given by the Company (unless otherwise agreed in writing) are subject to withdrawal and alteration without notice and do not constitute an offer to supply goods. Goods supplied against orders accepted in writing will be charged at the prices ruling at the date of the despatch. The Company may at any time refuse to accept any order placed as a result of any such quotation.
 - 3.2 All estimates and quotations are issued under conditions of the strictest confidence for the sole use of the addressee and the Company reserves the right to withdraw any quotation at any time if in its opinion the information contained therein may have been passed to a third party.
4. Price
 - 4.1 All prices are quoted exclusive of Value Added Tax ("VAT") and VAT will be added to all invoices at the rate applicable on the tax point date which date shall be the date of the invoice. Notwithstanding any offer, quotation, tender price or price list all prices are subject to alteration without notice and goods will be invoiced at prices ruling at the date of despatch. There before delivery or the date of the invoice, whichever is the earlier, the goods become subject to any additional duty, VAT or any other tax or surcharges, in excess of the sum specified or such liabilities in the Company's quotation or invoice, the Customer shall be charged and will pay such extra duty, tax or surcharge.
 - 4.2 The Company reserves the right to refuse to execute any order or contract if the arrangements for payment or the Customer's credit are or become unacceptable to the Company for any reason.
5. Delivery
 - 5.1 All times quoted for delivery or otherwise for performance of the contract are estimates only and whilst the Company shall use its best endeavours to achieve such times time shall not be deemed to be of the essence of the contract and no delay shall entitle the Customer to cancel the order or refuse to accept delivery at any time.
 - 5.2 The Company reserves the right to deliver goods by instalments and in such event each instalment shall be treated as a separate contract provided that deliveries of further instalments may be withheld until the goods or materials comprised in earlier instalments have been paid for in full.
 - 5.3 The Customer shall give comprehensive instructions for delivery to the Company within a reasonable time prior to the time quoted for delivery. In the event that the Customer fails to give such instructions the Company may treat such failure as a repudiation of the contract and may without prejudice to any of its other rights accept such repudiation without notice as termination thereof.
 - 5.4 Unless otherwise stated the Company shall deliver goods as near to the destination as a safe hard roadway permits. In the event that delivery is to be made on the Customer's site, the Customer shall provide and clearly indicate to the delivery driver a route from the public highway to the site which is safe and reasonable and provided adequate turning space at the point of delivery. The driver may refuse delivery if, in his opinion, the route or the point of unloading is unsafe or is likely to cause damage to the delivery vehicle. The Customer shall indemnify the Company (for itself and as agents or any haulage contractor operating the vehicle) against any damage caused to any such vehicle and against all claims costs damages and expenses incurred by the Company by reason of any default of the Customer under this condition.
 - 5.5 The Customer shall be responsible for providing adequate labour and facilities at the delivery point for unloading goods ordered by him without undue delay and shall keep the Company indemnified against all claims howsoever arising from such unloading operations. The Company reserves the right to charge for delays prior to and during unloading or for costs incurred in making abortive deliveries.
 - 5.6 Unless the Company receives written notice from the Customer that delivery is to be made only to specific person any person accepting delivery on site shall be deemed to have the Customer's authority to give instructions as to delivery and to accept such delivery.
6. Return of Goods
Goods will only be accepted for return with the Company's prior agreement in writing. Drivers have no authority to accept goods for return unless expressly given by the Company. All goods for return must be returned to the Company carriage paid in good order condition. The Company reserves the right to make a charge for accepting goods back into stock.
7. Terms of Payment
 - 7.1 Payment shall be made either prior to delivery by cash or by cleared cheque, in which event the Customer shall allow at least five clear working days for cheque clearance before delivery may be effected by the Company or within 30 days from the end of the month of delivery if the Company has granted credit terms to the Customer unless other terms are specifically agreed in writing. The Company shall not be obliged to grant credit terms to any Customer and in the event that credit terms are granted the Customer shall at all times keep within any credit limit set by the Company.
 - 7.2 In the event of default in payment the Company may withhold further deliveries both in respect of the contract or series of contracts to which the default relates and in respect of any other contract for delivery of goods to the Customer. The Company reserves the right in respect of any sums overdue, in its absolute discretion, and without further notice to the Customer, to charge interest at the rate of 4% above The Royal Bank of Scotland plc base rate from the date on which any such sum becomes due by the Customer until paid in full.
 - 7.3 The Customer shall not be entitled under any circumstances to make any reduction in or deferment of payment in respect of any dispute setoff or counterclaim with or against the Company.
 - 7.4 In the event of default in payment of any sums due to the Company by the Customer the Company shall be entitled to demand immediate payment of all sums outstanding at the date of default including such sums not yet overdue.
8. Retention of Title
 - 8.1 The risk in goods passes to the Customer:
 - (a) Where the Company deliver goods or causes goods to be delivered, then as from their arrival at the point where they are to be unloaded.
 - (b) Where the Customer collects goods or causes goods to be collected, then as from the point where they are collected.
 - 8.2 Whilst risk in goods supplied to the Customer under the contract shall pass as stated in clause 9.1 above, legal and beneficial ownership of the goods shall remain with the Company until such time as the Company has received payment in full for the goods supplied or until such time as the Customer sell the goods to its customers by way of bona fide sale at full market value (whichever shall be the earlier) and until such time the Customer shall keep such goods separate from its property and clearly identified as the Company's property. Notwithstanding terms of payment specified herein or elsewhere payment for all goods supplied shall become due immediately upon the commencement of any act or proceeding in which the Customer's solvency is involved (whether voluntary or upon application to any court) or upon the appointment of the receiver over the whole or any part of its assets or undertaking and upon such occurrences the power of sale granted to it above hereof shall automatically terminate. If payment for the goods is overdue whether in whole or in part and any of the goods have been delivered the Company may without prejudice to any of its other rights enter the Customer's premises to recover and/or resell the goods or such of them as the Company in its absolute discretion may designate as necessary to recover the amount of payment overdue and its reasonable costs incurred in giving effect to its rights under this provision and for these purposes the Customer hereby irrevocably authorises the Company to enter and take all necessary and reasonable steps upon the Customer's premises. Until full payment has been made for the goods supplied the Customer is and shall remain a fiduciary for the Company in respect of the goods and if it sells or allows to be sold the goods the proceeds of sale shall be held in a separate clearly identifiable account and Company's beneficial interest shall attach to the proceeds of sale and the Company shall have the right to trace such proceeds of sale. The provision of this clause 9 shall apply only to the extent permissible at Scottish law and shall be construed and interpreted accordingly in relation to Customers situate in Scotland when the goods are for delivery in Scotland.
9. Samples
 - 9.1 Where samples of goods or charts are provided to the Customer they are so provided for the purposes of indicating the class and general character or quality of goods and the Company does not undertake that the goods sold will be identical or equal to such samples or charts.
 - 9.2 All descriptions and illustrations of goods in any catalogues brochure price list and in any other documents provided by the Company are intended for general guidance only and do not form part of any contract between the Company and the Customer and the Company accepts no responsibility for any error or omission in any such document and shall not be liable in any circumstances for any loss or damage of whatsoever nature and howsoever caused resulting from reliance on such description or illustration.
10. Claims
 - 10.1 The Customer shall inspect all goods immediately upon delivery and shall within 48 hours from such inspection give notice in writing to the Company of any matter by reason whereof the Customer may allege the goods are not in accordance with the contract.
 - 10.2 Notice of any claim relating to shortage of or damage to the goods shall be made to the Company in writing within 48 hours of receipt of the goods. In the event of loss or nondelivery of the goods the Customer shall notify the Company in writing within 7 days of receiving the advice note.
 - 10.3 The Company will consider claims only if the above conditions are met and the claim is signed by the Customer and accompanied by full particulars giving the invoice and Customer's order number and, as the case may be, the case number, the condition of the case or packing and the copy of the delivery note in respect of the goods.
 - 10.4 The Company's liability hereunder in respect of any shortage loss or damage to the goods shall be limited to the proportion of the price attributable to the goods undelivered lost or damaged and in no event shall the Company its servants or agents be liable for any injury loss or damage (including consequential damage) loss of profits of expenses of any kind whatsoever caused in connection with goods supplied by the Company (other than death or personal injury due to the negligence of the Company).
 - 10.5 Where manufacturers of products supplied by the Company have limited their liability in respect thereof or in respect of any consequential liability therefrom the same limitation shall apply to the Company's liability and the sale of such products.
11. Warranties and Conditions
 - 11.1 No warranty, condition or representation is given or made as to the quality of the goods supplied thereunder their condition or their fitness for any particular purpose and any such warranty, condition of representation whether expressed or implied whether by statute, by collateral agreement or otherwise is hereby excluded.
 - 11.2 The Company shall not be liable for any expenditure loss (including without limitation economic indirect and consequential loss) damage or injury (other than personal injury arising out of negligence for which liability must be accepted in accordance with the Unfair Contract Terms Act 1977) arising out of any use or dealing with any goods or services howsoever such expenditure loss damage or injury shall arise and whether from any defect in goods or the negligence of the Company or otherwise.
 - 11.3 The Customer shall indemnify the Company against all and any claims costs actions or demands of whatsoever nature and howsoever arising made by any third party (including the Company's employees) whether direct or indirect including (but without prejudice to the generality of the foregoing) those relating to the use (including loading unloading and stacking) functioning or state of the goods.
12. Force Majeure
In the event of the Company being delayed in or prevented from performing its obligations hereunder owing to any cause whatsoever beyond the Company's control including without limitation, act of God, war, strikes, lockouts, trade disputes, difficulty in obtaining workmen or materials, breakdown of equipment, or any other cause, the Company will not be liable for any loss damage or expenses incurred and shall be at liberty to cancel or suspend the contract without incurring any liability arising therefrom and the Customer shall not be entitled to terminate the contract.
13. Intellectual Property Rights
If the Customer receives a claim that any goods or part thereof supplied by the Company infringes the intellectual property rights of any third party the Customer shall immediately notify the Company in writing. The Company shall have sole right to evaluate settle or defend such claim and Customer shall give the Company all possible information and assistance for this purpose. The Company shall at its own expense and option do all or any of the following
 - (a) settle the claim
 - (b) obtain for the Customer the right to use such goods
 - (c) replace or modify the goods to avoid infringement
 - (d) have the Customer return the goods refunding to the Customer the purchase price installation and carriage costs, less a reasonable amount of depreciation
 - (e) defend against such claim provided always that the Customer has complied with all the terms of the contract and if any court of competent jurisdiction holds such goods to constitute infringement the Company shall pay all costs and damages finally awarded on account of such infringement and if the use of such goods is prohibited the Company shall at its option take action as specified in (b), (c) or (d) above. If a claim or infringement relates to goods or part thereof sold but not manufactured by the Company any indemnity given by the manufacturers of any such goods shall apply. The rights and obligations of the Company and the Customer respecting intellectual property rights are solely and exclusively laid down in this condition.
14. Laws and Interpretation
 - 14.1 This contract represents the entire agreement between the parties and supersedes all earlier warranties representations or statement (whether oral or in writing) and may only be varied or amended in writing between the parties.
 - 14.2 The headings of each provision are intended for convenience only and do not affect the interpretation thereof.
 - 14.3 This contract is subject to and shall be interpreted in accordance with English Law.
 - 14.4 Nothing in these conditions of sale affects the statutory rights of the Customer who deals as a consumer (as defined in the Sale of Goods Act 1979).