

U V GROUP PLC

CONDITIONS OF SALE

In these Conditions, "Company" means the "Seller" specified overleaf, "Buyer" the addressee specified overleaf, "Goods" the articles or things described overleaf, "in writing" includes any letter, cable, telex, or facsimile transmission, and "Contract" the contract for sale and purchase of the Goods founded upon this Sale Note.

1. The Company only does business upon, and subject to, the terms and conditions printed below. Any statements whether oral or in writing otherwise capable of being treated as representations made by, or on behalf of, the Company prior to the issue of this Sale Note are withdrawn and superseded by these Conditions; and these Conditions shall prevail in the event of any conflict between a provision herein contained and any terms contained in any document of the Buyer (whether received by the Company before or after the issue of this Sale Note) unless the Company specifically confirms in writing to the Buyer any variation to these conditions.
2. (A) Any descriptions and illustrations in U V GROUP Plc's catalogues, lists, other advertising matter or by way of samples are intended merely to present a general idea of the goods described therein, and
 - (I) they shall not form part of any description of the Goods
 - (II) they shall not be constituted thereby a sale by sample and
 - (III) they shall not constitute representations made by the Company prior to the conclusion of the Contract.(B) All specifications overleaf are subject to the normal tolerance margins. The company reserves the right to correct any typographical or clerical errors appearing overleaf.
3. Without prejudice to its liability hereunder, the Company reserves the right to transfer any order accepted by itself to any of its subsidiary and/or associated companies.
4. The Company shall not be responsible for any loss or damage, caused to the Buyer by a delay in or non-performance of the Contract arising whether directly or indirectly from circumstances outside the control of the Company, including but not limited to accidents to machinery, fire, flood, drought, force majeure, strikes, lock-outs, shortage of labour or materials, governmental action, or war, or other civil accommodation; and the Company's obligations hereunder shall be suspended for the duration of any such factor. Should that factor last for longer than six months the company may at its discretion cancel the Contract by serving written notice thereof upon the Buyer without prejudice to any rights accrued prior to the date thereof.
5. (A) Payment for the Goods shall be made within the period after delivery specified overleaf or, if delivery has not previously taken place, within six months from the date of issue of this Sale Note.
(B) If full payment is not made by the date specified in paragraph (A) of this Condition, interest will be charged day-by-day on the outstanding balance due before as well as after any judgement at the rate of three per centum per annum above the prevailing Base Rate of Barclays Bank Plc.
(C) Where the price specified overleaf is quoted in a currency other than Sterling and between the date of issue of this Sale Note and the actual date of payment of the Buyer, the Sterling equivalent of such price is diminished by more than one per centum, then the Buyer shall indemnify the Company in respect of such diminution.
(D) Time for payment for the Goods shall be of the essence and failure to make any payment on the due date shall entitle the Company to treat the Contract as repudiated and act accordingly. Without prejudice to the foregoing, failure by the Buyer to pay for any goods (whether under this or any other Contract with either the Company or any of its subsidiary or associated companies) on the due date applicable thereto shall entitle the Company at its option to cancel the order of any undelivered Goods whether under this or any other contract.
(E) If the Buyer shall not have taken delivery of the Goods within six months of the date of issue of this Sale Note, the Company shall (without prejudice to its other rights) be entitled to store the Goods either at its own premises or elsewhere and to be paid the costs of and incidental to such storage by the Buyer.
6. Where Goods sold for delivery to or to the order of the Buyer are received with manifest damage or shortages, the Buyer shall forthwith submit a written report to the carrier concerned and to the company; failing this no claim in respect thereof may be made against the Company.
7. (A) The Company undertakes to replace free of Charge any Goods which are manifestly damaged or materially defective in quality, material or workmanship provided that:-
 - (i) no claim is made after one month from the date of delivery and provided that if within that period any claim is made immediately upon discovery.
 - (ii) The Company is offered the opportunity forthwith at a mutually convenient time to inspect the relevant Goods at the premises of the Buyer;
 - (iii) If the Company does not, within one month of such notification, accept such opportunity of inspection the relevant Goods are returned forthwith, carriage paid (but refundable insofar as Goods are replaced), as the Company may in writing direct or (in the absence of such directions) to the Company's premises; and
 - (iv) Any defect is not due to wear and tear, neglect, abnormal use or misuse.(B) No undertaking is given by the Company under the foregoing paragraph (A) in respect of any defects which were or ought to have been discovered by the Buyer on a reasonable examination of the Goods prior to the conclusion of the Contract provided that the Buyer was given the opportunity of making such an examination at that time.
8. Subject as expressly provided in these Conditions and except where the Goods are sold to a person "dealing as a consumer" (as defined in Section 12 of the Unfair Contract Terms Act 1977), all warranties, liabilities, conditions or other terms implied by statute, usage, common law or otherwise are excluded to the fullest extent permitted by law and the liability of the Company shall be limited accordingly; provided that, without prejudice to the generality of the foregoing, the Company shall not in any circumstances be liable in tort for any consequential loss or other damage of any nature whatsoever in any way caused by or connected with any defects in the Goods, however the same may arise.
9. Having regard to the terms of Condition 8, the Buyer accepts that where he is not "dealing as a consumer" the exclusion of the warranties that would otherwise be implied by Section 13, 14 and 15 of the Sale of Goods Act 1979 is fair and reasonable in all the circumstances of the Contract.
10. Any dispute arising herein (including disputes as to the existence or validity of a Contract between the parties) shall (unless the parties shall agree in writing that the same shall be referred to an expert) be referred to an arbitrator to be appointed by the parties jointly, or in the event of their failing to agree after fourteen days, nominated by the President for the time being of the Law Society of England, who shall conduct such arbitration in London in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or reenactment thereof for the time being in force.
11. Property in the Goods shall not pass to the Buyer until unconditional payment of the total amount owed by the Buyer in respect thereof has been received by the Company in cleared funds.
Prior to payment :-
 - (i) The Buyer agrees clearly to mark the Goods as the property of the Company while the same are in Buyer's possession.
 - (ii) If the Buyer makes new objects wholly or partially from Goods supplied by the Company, property in such new objects will vest in the Company.
 - (iii) The Buyer may sell the Goods (whether or not they are then comprised in new objects) to a third party under a normal business transaction but shall thereupon hold the proceeds of such sale and all rights in connection therewith UPON TRUST for the Company.
 - (iv) The Company may by written notice terminate the Buyer's right of sale under the foregoing paragraph (iii) if any payment in respect of the Goods is due but unpaid or if the Buyer is unable to pay all or any part of its debts which remain outstanding.
 - (v) The Company shall have the right during normal business hours upon reasonable notice to enter upon the premises of the Buyer for the purpose of inspecting the Goods and of exercising all its rights hereunder.
12. Notwithstanding the provisions of Condition 11, risk in the Goods shall pass when they are delivered to the Buyer or his agent.
13. In accordance with the veneer industry's custom, should the Buyer commit to purchase goods by reference to one or more agreed numbers of crates or referenced to the log numbers set out overleaf or on the schedule attached hereto at a price per square metre, the Company will advise the Buyer following measurement of the goods so purchased the aggregate purchase price to be paid by reference to each square metre.
14. The Buyer accepts that :-
 - (i) the Goods are a natural product which are not homogenous and therefore may be subject to natural variations; and
 - (ii) that the Company will not be liable should the Goods contain natural variations.
 - (iii) That no warranty is given for colour fastness of natural or dyed veneer and veneer products
15. The Buyer accepts sole responsibility for the choice of the Goods in terms of quality and colour and for their suitability for the particular purpose for which the Buyer purchases them.
16. The Company shall not be liable in any way for damage to the Goods caused by the application of further processes to the Goods by the Buyer nor for any damage caused by the Goods to other property of the Buyer caused by the Goods reacting to such further processes in any way, including inter alia natural shrinkage or warping.
17. The particulars stated overleaf may be altered by the Company to correspond with its price ruling at the date of delivery of the Goods (or, in the case of partial deliveries, at the date of such partial delivery,) provided always that the Buyer shall, if such alteration represents an increase in price, have the right not to accept the Goods so delivered if (but only if) the Buyer so indicates in writing within seven days of being notified by the Company of such alteration, and provided also that the Company may require the Buyer to accept and pay for at the original Contract price any Goods already manufactured or reserved for the Buyer.
18. The Contract shall in all respects be construed and operate as a Contract made in England in conformity with the laws of England the Company and the Buyer hereby accept (subject to the provisions of Condition 10) the exclusive jurisdiction of the English Courts in relation to any dispute which may arise out of or in connection with the Contract or the Goods supplied hereunder.