

## **Cordiners Terms and Conditions of Trade**

### **1) Interpretation**

- a) In these Terms and Conditions the following words shall have the following meanings:
  - i) "Goods" means the products, services and materials (or any part thereof) offered for sale by the Company.
  - ii) "Contract" means the contract for the sale of Goods.
  - iii) "the Company" means James Cordiner and Son Limited trading as Cordiners Timber Centre, Cordiners Services or Cordiners Pallets and Boxes.
  - iv) "Customer" means the company, partnership, individual or other business entity seeking to purchase the Goods from the Company.
- b) In these Terms and Conditions headings are inserted for convenience only and shall not affect the construction.
- c) If any part of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable, it shall be severed and deleted and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

### **2) Contract**

- a) Any Contract between the Company and the Customer shall be governed by these Terms and Conditions notwithstanding any terms and conditions notified by the Customer at any time.
- b) No waiver by the Company of any breach of Contract by the Customer shall be regarded as a waiver of any subsequent breach.

### **3) Quality**

- a) While the Company will use reasonable endeavours to ensure that Goods are of the same quality as samples supplied and of a consistent quality, no guarantee is given.

### **4) Price**

- a) All Goods are offered Free on Motor.
- b) All Goods are subject to VAT where applicable at the currently prevailing rate.
- c) Quotations are valid for the period specified and subject to withdrawal or change without notice on expiry of that period.
- d) All Goods are offered subject to availability and any prices are subject to change without notice.
- e) The price of Goods and any variation will be agreed between the Company and the Customer.
- f) Special orders may be subject to a 50% up-front non-returnable deposit.
- g) Orders with a value of less than £10 may be charged at £10.

### **5) Payment**

- a) Payment in full shall be made to the Company on or before the last day of the month following the month of invoice without any set off.

- b) Cheques should be made payable to the appropriate division of the Company.
- c) If the Customer fails to make payment on due date under the contract, without prejudice to any other right or remedy which may exist, the Company may;
  - i) Cancel the Contract or suspend outstanding deliveries to the Customer,
  - ii) Charge interest on overdue payments accruing daily at a rate of 4% above the base rate of the Bank of England from time to time.
  - iii) Require the Customer to deliver up the Goods and if the Customer fails to do so to enter any premises where the Goods are stored and repossess the Goods.

### **6) Claims**

- a) Any claim in relation to faulty Goods must be notified to the Company in writing within 3 working days of delivery.
- b) The absence of any written complaint within 3 working days shall be conclusive evidence in any proceedings that the Company has discharged all its obligations under the Contract including without limitation that the Goods are satisfactory in all respects.
- c) Returned Goods shall not be accepted unless the Company has had a prior opportunity to inspect the Goods and has authorised their return. Returns of correctly supplied Goods will incur a handling charge.

### **7) Warranties and Indemnities**

- a) The Company shall have no liability for any defects in or problems with Goods which arise from handling, improper use or storage of the Goods by the Customer or arise due to information supplied by the Customer.
- b) These Terms and Conditions state the full liability of the Company in connection with Goods supplied whether arising in contract, delict or otherwise except only to the extent that the Company cannot exclude liability at law in relation to death or personal injury arising from its negligence. In particular but without limitation the Company shall have no liability for the quality or fitness for purpose of any of the Goods except as stated in these Terms and Conditions, or for any indirect or consequential loss suffered by the Customer in connection with the Goods including without limitation loss of profits.
- c) The Company shall be relieved of all liability in relation to Goods unless proceedings have commenced within 12 months from the date the Customer became aware or should reasonably have become aware of circumstances giving rise to a claim.
- d) The Company's liability in relation to any claim in connection with Goods shall at no time exceed the price payable for the Goods.

### **8) Delivery**

- a) The Company may deliver the goods by instalment and in such case each instalment shall be the subject of a separate Contract.

- b) The Company shall seek to meet quoted delivery times, but shall not be liable for any loss or expense of any kind arising out of a delay or failure to deliver.
  - c) If the Customer fails to take delivery of Goods at the agreed time, the Company shall be entitled to store the Goods and re-deliver at the Customer's expense.
  - d) It is the Customer's responsibility to arrange for access to the delivery location.
  - e) All deliveries must be signed for by a duly authorised person.
  - f) Customers should note that drivers may require assistance to unload large quantities of Goods.
- 9) Title**
- a) Risk of loss or damage to the Goods shall pass to the Customer on delivery or collection of the Goods.
  - b) Title in the Goods shall not pass to the Customer until the Company has received full payment in cash or cleared funds for the Goods and all other debts owed by the Customer to the Company.
  - c) Until title passes the Customer shall ensure that at all times the Goods are clearly identified as belonging to the Company.
- 10) Force Majeure**
- a) The Company shall not be liable for any delay or failure to deliver caused by a force majeure event or other circumstances out with its control including but not limited to fire, strike, accidents or non-availability or shortage of raw materials.
- 11) Proper Law and Jurisdiction**
- a) The construction, validity and performance of these Terms and Conditions shall be governed in all respects by Scots Law and the parties prorogate to the exclusive jurisdiction of the Scottish Courts.

