



Buyer's conditions

1. INTERPRETATION

1.1 Definitions:

Unless the context otherwise requires, or as set out below, any term or expression which is defined in or given particular meaning by the Timber Trade Federation Panel Products General Conditions of Contract 2008 (or the latest version in force at that time) (**PanPro Conditions**) should have the same meaning in these the Buyer's Conditions.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer's Conditions: the standard terms and conditions of Wood International Agency Limited as set out in this document as amended from time to time at the Buyer's discretion.

Buyer's Contract: the contract between the Buyer and the Seller for the sale and purchase of the Goods in accordance with these Conditions, the PanPro Conditions and the Purchase Contract. If there is any inconsistency between these terms the following order of precedence will apply:

1. the PanPro Conditions;
2. Purchase Contract;
3. Buyer's Conditions.

Delivery Location: has the meaning given at clause 3.3.

Goods: the goods (or any part of them) set out in the Purchase Contract.

Order: the Buyer's order for the Goods, as set out in the Buyer's Purchase Contract.

Purchase Contract: the form titled Purchase Contract provided by the Buyer which contains a link to these Conditions.

Specification: any specification for the Goods as agreed by the parties.

BASIS OF BUYER'S CONTRACT

1.2 The Buyer's Contract applies to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.3 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions.



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1.4 The Order shall only be deemed to be accepted when the parties agree the Purchase Contract or the Buyer receives any other acceptance of the Order, at which point the Buyer's Contract shall come into existence.

2. GOODS

2.1 The Goods are described in the Seller's catalogue, brochure or Order, as modified by any applicable Specification.

2.2 The Seller shall ensure that the goods shall:

- a) correspond with their description and any applicable Specification;
- b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer expressly or by implication, and in this respect the Buyer relies on the Seller's skill and judgement; and
- c) comply with all applicable statutory and regulatory requirements, as set out in the Purchase Contract.

3. DELIVERY

3.1 Subject to this clause 3, the Seller and Buyer shall ensure that each delivery of Goods complies with any requirements set out in the PanPro Conditions.

3.2 Delivery will be in accordance with the Special Instructions, Marks and any other information contained in the Purchase Contract.

3.3 Delivery is completed on the completion of unloading or loading of the Goods as specified in the Purchase Contract (Delivery Location).

3.4 Unless agreed otherwise in writing the Seller shall be responsible for any unloading of the Goods at the Delivery Location.

4. QUALITY

4.1 The Seller warrants that on delivery, and for a period of 6 months from the date of delivery (warranty period) or as otherwise provided for in the description of the Goods, the Goods shall conform in all material respects with their description.

4.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.



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4.3 Where the Goods are to be stored at a location controlled by the Seller or to which the Seller is required to grant access to the Buyer, the Seller shall give the Buyer the opportunity to inspect the Goods.

5. TITLE AND RISK

5.1 The risk in the Goods shall pass to the Buyer as set out in the Purchase Contract.

5.2 Clause 13 of PanPro Conditions applies in all other respects.

6. PRICE AND PAYMENT

6.1 The price of the Goods shall be the price set out in the Purchase Contract or as otherwise agreed in writing.

6.2 No extra charges shall be effective unless agreed in writing with the Buyer.

6.3 The Seller may invoice the Buyer for the Goods at any time after completion of delivery of the Goods.

6.4 The Buyer shall pay the Seller in accordance with the Purchase Contract and/or any invoice issued.

6.5 If the Buyer fails to make any payment due to the Seller under the Buyer's Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 2% per annum above Barclays Bank Plc's base rate from time to time.

7. TERMINATION

7.1 The Buyer may terminate the Buyer's Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Seller written notice, whereupon the Seller shall discontinue all work on the Buyer's Contract. The Buyer shall pay the Seller's fair and reasonable costs for any costs incurred before termination, but such costs shall not include any compensatory aspect.

7.2 Without limiting its other rights or remedies, the Buyer may also terminate the Buyer's Contract with immediate effect by giving written notice to the Seller if:

7.2.1 the Seller commits a material breach of any term of the Buyer's Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of the Seller being notified in writing to do so; or

7.2.2 the Seller's financial position deteriorates to such an extent that in the Buyer's opinion the Seller's



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7.2.1 the Seller commits a material breach of any term of the Buyer's Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of the Seller being notified in writing to do so; or

7.2.2 the Seller's financial position deteriorates to such an extent that in the Buyer's opinion the Seller's capability to adequately fulfil its obligations under the Buyer's Contract has been placed in jeopardy.

7.3 Termination of the Buyer's Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Buyer's Contract that existed at or before the date of termination.

7.4 Any provision of the Buyer's Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

8. LIMITATION OF LIABILITY

8.1 Nothing in the Buyer's Contract limits any liability which cannot legally be limited, including liability for:

8.1.1 death or personal injury caused by negligence;

8.1.2 fraud or fraudulent misrepresentation;

8.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); and

8.1.4 breach of section 2 of the Consumer Protection Act 1987.

8.2 Subject to clause 8.1, the Buyer's total liability to the Seller shall not exceed the costs of Goods.

9. GENERAL

9.1 Assignment and other dealings.

9.1.1 The Buyer may at any time assign, transfer, mortgage, charge, subcontract, declare a trust over, contract or deal in any other manner with all or any of its rights or obligations under the Buyer's Contract.

9.1.2 The Seller may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Buyer's Contract without the prior written consent of the Buyer.



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9.2 Entire agreement.

9.2.1 This Buyer's Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.2.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Buyer's Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Buyer's Contract.

9.3 **Variation.** Except as set out in these Buyer's Conditions, no variation of the Buyer's Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Buyer.

9.4 **Waiver.** No failure or delay by the Buyer to exercise any right or remedy provided under the Buyer's Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.5 **Severance.** If any provision or part-provision of the Buyer's Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Buyer's Contract.

9.6 Notices.

9.6.1 Any notice or other communication given to a party under or in connection with the Buyer's Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

9.6.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 9.6.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.6.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.



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9.7 Dispute resolution procedure.

9.7.1 If a dispute arises out of or in connection with the Buyer's Contract or the performance, validity or enforceability of it (**Dispute**), then the parties shall follow the procedure set out in this clause 9.7. Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the parties shall each appoint an employee, or other officer of the party, who shall attempt in good faith to resolve the Dispute.

9.7.2 if the employees or officers appointed under clause 9.7.1 are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties agree to enter into mediation in good faith to settle the Dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of service of the Dispute Notice, the mediator shall be nominated by the CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation. Unless otherwise agreed between the parties, the mediation will start not later than 30 days after the date of the ADR notice.

9.7.3 The commencement of mediation shall not prevent the parties commencing or continuing court arbitration proceedings in relation to the Dispute under clause 9.10 (Jurisdiction), which clause shall apply at all times.

9.7.4 This clause 9.7 will apply to the exclusion of clause 20 Dispute Resolution (or any equivalent clause) of the PanPro Conditions unless expressly agreed otherwise.

9.8 **Third party rights.** No one other than a party to this Buyer's Contract and their permitted assignees shall have any right to enforce any of its terms.

9.9 **Governing law.** The Buyer's Contract, and any dispute or claim (including non-Buyer's Contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England.

9.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Buyer's Contract or its subject matter or formation.