



Seller'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 Seller's Conditions.

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

Delivery Location: has the meaning given at clause 3.3.

FOM or free on motor: means the Seller is reasonably responsible for the cost of freight, marine insurance (from port of loading to Buyer's warehouse), devanning, port charges, customs & duty if applicable, and the costs to land the goods at port of unloading. Further details shall be as set out in the Sales Contract. For the avoidance of doubt the costs of the same shall be included within the price of Goods however, the Buyer does not need to seek agreement from the Seller as to how the Buyer carries out its FOM responsibilities. FOM shall be subject to clause 6.2 of these Seller's Conditions.

Order: receipt of the Buyer's purchase order form, or an order placed verbally over the phone as the case may be.

Sales Contract: the form titled Sales Contract provided by the Seller which contain a link to these Conditions.

Seller'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 Seller's discretion.

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

1. the PanPro Conditions;
2. Sales Contract;
3. Seller's Conditions.

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



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Basis of Seller's Contract

1.2 The Seller's Contract applies to the exclusion of any other terms that the Buyer 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. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Buyer are complete and accurate.

1.4 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with the Seller's Contract.

1.5 The Order shall only be deemed to be accepted when the Seller issues the Sales Contract or any other express written acceptance of the Order, at which point the Seller's Contract shall come into existence.

2. GOODS

2.1 The Goods are described in the Seller's catalogue or brochure and/or in any information made available by the Seller to the Buyer in writing, as modified by any applicable Specification.

2.2 Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Seller's Contract nor have any contractual force.

2.3 The Buyer is solely responsible for determining that the Goods are suitable for its requirements and the Seller shall have no liability in respect of this.

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 as specified in the Shipping Details shown in the Sales Contract. Where shipping is noted as being FOM, clause 5.3 applies.

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



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

3.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.6 Subject to clause 3.7, if the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.7 In the event that Seller is unable to deliver the Goods due to any failure of the Seller's growers, suppliers and/or manufacturers to supply the Goods to the Seller, the Seller will use reasonable commercial endeavours to find alternative or equivalent Goods. For the avoidance of doubt such reasonable commercial endeavours shall not require the Seller to take any steps which will cause it to incur any costs which would require it to suffer any loss under the Seller's Contract. In the event that such alternative or equivalent Goods cannot be obtained by the Seller, the Seller shall be entitled to terminate the Seller's Contract. The Seller shall agree to refund any sums paid for the Goods which have not been delivered to the Buyer but will have no further liability to the Buyer.

3.8 If the Buyer fails to take or accept delivery of the Goods within three Business Days of the Seller notifying the Buyer that the Goods are ready then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Seller's Contract:

3.8.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Seller notified the Buyer that the Goods were ready; and

3.8.2 subject to clause 3.9, the Seller shall store the Goods until delivery takes place and charge the Buyer for all related costs and expenses (including insurance).

3.9 If ten Business Days after the day on which the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not taken or accepted delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Buyer for any shortfall below the price of the Goods.



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3.10 The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

4. QUALITY

4.1 Subject to clause 4.7, clauses 4.1 – 4.6 shall apply and the Seller warrants that on delivery, and for a period of 3 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 Subject to clause 4.3, provided that:

4.2.1 the Buyer gives notice in writing to the Seller during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1;

4.2.2 the Seller is given a reasonable opportunity for examining such Goods, including, if applicable, access to the Goods at the location which the Seller is storing them; and

4.2.3 the Buyer (if asked to do so by the Seller) returns such Goods to the location requested by the Seller at the Buyer's cost, the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.3 The Seller shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 in any of the following events:

4.3.1 the Buyer makes any further use of such Goods after giving notice in accordance with clause 4.2;

4.3.2 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, use and/or maintenance of the Goods or any good trade practice regarding the same;

4.3.3 the defect arises as a result of the Seller following any requirements instructed by the Buyer;

4.3.4 the Buyer alters or repairs, or attempts to alter or repair, such Goods without the written consent of the Seller;

4.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

4.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.



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4.4 Except as provided in this clause⁴, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Seller's Contract.

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

4.7 The above clauses 4.1 – 4.6, do not apply to a defect or issue that is apparent on normal visual inspection of the Goods; such defects or issues will be dealt with under clause 4.8 – 4.9.

4.8 In the event a defect or issue is apparent from a normal visual inspection of the Goods then the Buyer will have three Business Days from date of delivery to notify the Seller. The Buyer shall provide evidence of any such defect or issue as requested by the Seller, including, if requested, returning the Goods for the Seller's investigation. After concluding its investigation the Seller may, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if it concludes that it is responsible for such a defect or issue.

4.9 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, it is the Buyer's responsibility to arrange with the Seller 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 Sales Contract.

5.2 Subject to clause 5.3, title to the Goods will not pass to the Buyer until payment has been received in full for the Goods.

5.3 Where, in accordance with the Sales Contract, the Goods are noted as being shipped as FOM, title to the Goods and risk in the Goods shall pass to the Buyer when the Goods arrive at the port of loading or port of origin, as specified in the Sales Contract.

5.4 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 Sales Contract or as otherwise agreed in writing.

6.2 The Seller may, by giving notice to the Buyer at any time up to 7 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:



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6.2.1 any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

6.2.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

6.2.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

6.3 The price of the Goods:

6.3.1 excludes amounts in respect of value added tax (VAT) or other taxes or duties payable in respect of the Goods in any other applicable jurisdiction, which the Buyer shall additionally be liable to pay to the Seller as set out in the Sales Contract; and

6.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Buyer.

6.4 The Seller may invoice the Buyer for the Goods at any time after issuing the Sales Contract.

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

6.6 If the Buyer fails to make any payment due to the Seller under the Seller's Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

6.7 The Buyer shall pay all amounts due under the Seller's Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

7. TERMINATION

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

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

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



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7.2 Without limiting its other rights or remedies, the Seller may terminate the Seller's Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Seller's Contract on the due date for payment.

7.3 On termination of the Seller's Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.

7.4 Termination of the Seller'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 Seller's Contract that existed at or before the date of termination.

7.5 Any provision of the Seller'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 Seller'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 The Seller excludes the following losses in respect of any claim the Buyer may have:

8.2.1 Loss of profits;

8.2.2 Loss of sales or business;

8.2.3 Loss of agreements or contracts;

8.2.4 Loss of anticipated savings;

8.2.5 Loss of damage or goodwill;

8.2.6 Indirect or consequential loss.

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



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9. GENERAL

9.1 Assignment and other dealings.

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

9.1.2 The Buyer 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 Seller's Contract without the prior written consent of the Seller.

9.2 Entire agreement.

9.2.1 This Seller'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 Seller'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 Seller's Contract.

9.3 **Waiver.** No failure or delay by the Seller to exercise any right or remedy provided under the Seller'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.

9.4 **Severance.** If any provision or part-provision of the Seller'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 Seller's Contract.

9.5 Notices.

9.5.1 Any notice or other communication given to a party under or in connection with the Seller'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.

9.5.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 9.5.1; if sent by pre-paid first class post or other next working



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9.5.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 9.5.1; 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, one Business Day after transmission.

9.6 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. Dispute resolution procedure

9.6.1 If a dispute arises out of or in connection with the Seller's Contract or the performance, validity or enforceability of it (**Dispute**), then the parties shall follow the procedure set out in this clause 9.6. 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;

9.6.2 if the employees or officers appointed under clause 9.6.1 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.

9.6.3 The commencement of mediation shall not prevent the parties commencing or continuing court arbitration proceedings in relation to the Dispute under clause 9.9 (Jurisdiction), which clause shall apply at all times.

9.6.4 This clause 9.6 will apply to the exclusion of clause 20 Dispute Resolution (or any equivalent clause) of the PanPro Conditions unless expressly agreed otherwise.

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

9.8 **Governing law.** The Seller's Contract, and any dispute or claim (including non-Seller'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.

9.9 **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 Seller's Contract or its subject matter or formation.