

## Terms and Conditions of Sale and Installation - 1 of 3

### 1) General

- a) In these Terms and Conditions (I) contract means our quotation, these Terms and Conditions, your order and our acceptance; (II) we/us means Buckland Timber Ltd; (III) you means the person, firm or other organisation which has placed the order; (IV) goods means the glulam beams and laminated joinery timber or other products which you have ordered from us; (V) services means the installation of the goods.
- b) These Terms and Conditions override any you may have put forward unless we have agreed to those in writing.
- c) Variations to the contract will not be binding on us unless authorised by us in writing.
- d) Our quotation will be valid for thirty days and is subject to us having resources available and receiving reasonable notice to supply the goods and services.
- e) If any term in this contract cannot be or is not enforced, this will not affect the remaining terms.
- f) We do not grant any right to any person other than you to enforce any term of the contract.
- g) We may assign or subcontract all or part of this contract to any other party. You may not assign this contract without our written consent.
- h) We may end this contract if (I) you breach this contract; or (II) you become bankrupt; or (III) as a company, start to be wound up or a receiver or administrator is appointed over all or part of your assets; or (IV) you enter into any agreement with your creditors or a voluntary agreement is made which affects you; or (V) you enter into a voluntary agreement; or (VI) you are a partnership and the partnership is dissolved for any reason; or (VII) in our reasonable opinion, there is a change in the control of your company.
- i) If you request substantial changes to the specification of the goods or services during the contract, we will have the option to end the contract and you must pay for the goods we have purchased and work we have carried out up to date.
- j) If we end the contract it will not affect our right to recover money you owe us or damages we claim as a result of you breaching the contract. On termination of the contract for any reason all sums payable by you to us shall become due immediately.

### 2) Charges and Payment

- a) Charges for the goods and services are stated in the contract.
- b) Charges are based on our normal working hours of 0730 - 1630, weekdays, excluding public holidays, and any work outside these hours will be subject to additional charge.
- c) Charges are based on the specifications in the contract. If additional works are required or costs are incurred on site due to (I) inaccuracies in information you have provided, or (II) because works are suspended or (III) if you fail to provide appropriate instructions when required, these will be charged at £30 per hour per operative during normal working hours (and at an additional charge outside these hours).
- d) We may vary our charges at any time by giving you notice.
- e) If we have agreed in writing to let you have a monthly account, you must pay all our monthly invoices within thirty days from the date of the invoice. If you do not have a monthly account with us you must pay us the agreed deposit when you place your order, and the balance prior to collection.
- f) You must pay VAT at the prevailing rates in addition to the charges stated in the contract.
- g) We understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms. Any discounts offered to you are offered strictly on condition that payment is made in full and on time and we reserve the right to withdraw any discount if you do not pay in full and on time.

### 3) Ownership, confidentiality and intellectual property

- a) You agree to keep our equipment and premises free from any and all claims, liens and encumbrances.
- b) We continue to own the goods until you have paid for them in full.
- c) We continue to own the intellectual property rights in any designs, data or other information that we have given to you, and they may only be used in relation to this contract.

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- d) You must not disclose information we provide about personnel, except to the extent required by law or regulations having the force of law.

### **4) Delivery and Collection of Goods**

- a) We will make the goods available for collection at the location stated in the contract.
- b) You must collect the goods within 2 weeks of us notifying you that they are ready for collection. If you do not collect them within this time, you agree to pay a storage charge of £1 per m<sup>3</sup> per day.
- c) If we have agreed to deliver the goods to you, you must provide us with safe access for us to do this. If we provide you with someone to help you load or unload the goods at your site, then it is your responsibility to provide them with clear instructions and to ensure their health and safety whilst offloading.
- d) You must pay us any agreed charges for delivering or collecting the goods. If we quote carriage charges, these only cover delivery or collection at the address you have specified. You must pay for any extra time or costs that we incur if you change the delivery or collection address or if we take longer to deliver or collect the goods than necessary because we are trying to follow your instructions.
- e) You must notify us within 24 hours of receiving the goods if they are not in a good condition, and to your satisfaction.
- f) Unless otherwise agreed, you must provide means of safely offloading the beams and ensure that there is suitable site access for the lorry. If offloading takes longer than two hours, additional time will be charged at £90 per hour.

### **5) Limits of Liability**

- a) All the times we quote for supplying the goods and services are approximate.
- b) We will only supply the goods and services specified in the contract. Please contact us if you require any additional goods or services.
- c) We will not be liable for any loss or expenses arising from any delay or failure to carry out the contract caused by circumstances beyond our control, or from any failure to supply the goods or services within any specified times or dates.
- d) Neither you nor we shall be liable for any indirect or consequential losses, including, but not limited to business interruption or loss of profit. We will not be liable for any liquidated damages.
- e) Unless we have been negligent, we will not be responsible for any loss or damage arising from or attributable to any advice, statement or representation given by us in relation to the goods or services about their specification, performance, capability or suitability.
- f) Our liability to you for any reason whatsoever (except for death or personal injury) shall be limited to the sums paid by you in respect of the goods and services. You may request in writing that our liability should be limited to a higher sum and this will be agreed on the condition that we can put in place suitable insurance cover for the higher sum and you pay to us in advance the premiums payable in respect of that insurance.
- g) You agree to indemnify and hold us harmless against any claim for injury, death or damage to property arising out of the performance of this contract, and against any losses, costs or expenses (including, but not restricted to, legal expenses on a full indemnity basis) that we may incur, irrespective of our negligence or breach of duty, statutory or otherwise.

### **6) If we are providing Installation Services**

- a) Unless otherwise stated in the contract we estimate that installation will take two weeks. You must tell us at least two weeks before you would like us to carry out the installation, and you must allow us to visit site prior at a mutually convenient time prior to installation.
- b) If the contract specifies that access and lifting equipment is to be provided by you, you must provide, free of charge, safe and appropriate means of access and lifting goods. You must ensure that any scaffolding provided has been properly erected / inspected, and that any cranes required are supplied with fuel and operator. You must also provide and install safety netting if appropriate.
- c) You must also provide the following free of charge:
- I) adequate parking on site to load and unload goods, tools and equipment,
  - II) uninterrupted supply of 110v electricity,

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- III) suitable health, safety, and welfare facilities for our personnel, rescue equipment and protocols
- IV) facilities (such as skips) for disposal of excess materials,
- V) all necessary site consents, licences, permits and permissions required,
- VI) full details of any potential hazards and/or hazardous substances on site, and
- VII) all health and safety warning signs, lamps and notices required.
- d) You must provide us with safe and uninterrupted access to supply the services. You must undertake any site preparation required and provide us with grid lines and datum for setting out the building.
- e) If you require any design documents, quality or safety documents or certificates, this must be stated in the contract.
- 7) Protection of Goods**
- a) You are responsible for the protection of the good once delivered to site or if we are installing once installation is complete.
- b) If the beams are wrapped for delivery, we do not guarantee any protection against damage or weather after delivery.

**Table of Visual Qualities for Glue Laminated Timber**

	Non Visual	Standard Visual	Best Visual
<b>Type of wood</b>	<ul style="list-style-type: none"> <li>European Spruce.</li> <li>Fifths grade Pine.</li> </ul>	<ul style="list-style-type: none"> <li>European Spruce.</li> <li>Unsorted grade Pine.</li> <li>Douglas Fir.</li> <li>Siberian Larch.</li> </ul>	<ul style="list-style-type: none"> <li>European Spruce.</li> <li>Unsorted grade Pine.</li> <li>Douglas Fir.</li> <li>Siberian Larch.</li> </ul>
<b>Lamella thickness</b>	40mm to 45mm.	30mm to 45mm.	20mm to 45mm.
<b>Surface</b>	Planed and levelled.	Neatly planed on all sides, sanded where there are planer marks - visible from 2m away.	Sanded on all sides, finished with minimum 80 grit orbital sander.
<b>Bevel</b>	Bevelled / sharp-edged.	3mm to 4mm bevel.	3mm to 4mm bevel.
<b>Knots</b>	No requirements.	Loose knots, knot holes up to 35mm diameter allowed	No loose knots or knot holes. Knot holes under 15mm diameter to have filler repair, larger to have infill timber repair.
<b>Resin pockets</b>	No requirements.	Permissible up to 50mm long and 5mm wide, otherwise repaired	Permissible up to 50mm long and 2mm wide, otherwise repaired.
<b>Inbark</b>	Permissible (no rot).	Not permissible.	Not permissible.
<b>Discolouring</b>	Permissible.	Blue stain and red stripe permissible up to 5% of the surface	Not permissible.
<b>Insect infestation</b>	Permissible subject to strength grading requirements.	Not permissible.	Not permissible.
<b>Cracks</b>	No requirements or crack depth maximum.  One sixth of component width.	Top layer cracks up to 2mm wide permissible, radial shrinkage cracks up to 30cm in length permissible.	Cracks up to 2mm to be filled, over 2mm to have timber infill repair.
<b>Hit &amp; Miss (planing)</b>	Permissible.	Not permissible.	Not permissible