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# Minera Roof Trusses Ltd

## TERMS AND CONDITIONS OF SALE

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### 1. PRICES

Save where expressly stated all prices quoted are exclusive of Value Added Tax.

### 2. DELIVERY

- (a) The above prices are based on material, labour and transport costs ruling at the time of quotation. Should there be any variation in these items, the prices will be varied accordingly and the Purchaser informed.
- (b) Any dates and times quoted for delivery are estimated only and will be honoured to the best of our ability but time shall not be of the essence of the Contract.
- (c) Prices include for delivery to hard road site - assistance in unloading to be given by site personnel.
- (d) The Buyer shall be responsible for the unloading of the goods and the Seller shall not be liable for any damage that occurs in the course of the unloading. If the time taken to unload trusses on site exceeds one hour, the standing time of the vehicle and driver will be charged to the Purchaser.
- (e) Where the Seller in its absolute discretion determines that mechanical handling or craning is appropriate such facilities must be provided by the Buyer on site to facilitate the unloading of components from delivery vehicles.
- (f) If the Buyer, his agents or sub-contractors, shall refuse or otherwise fail to accept delivery, payment in respect of those goods shall be due within seven days of receipt by the Buyer (at the Seller's discretion) or written notification from the Seller that the goods are ready for despatch and charges for storage and demurrage shall be calculated on the basis of the Seller's current rates from time to time in force and shall be for the account of the Buyer.

### 3. FORCE MAJEURE

The Seller shall be under no liability if it is unable to carry out any order (including delays in delivery) for any reason beyond its control including, without prejudice to generality of the foregoing, Act of God, fire, inclement or exceptional weather conditions, official or unofficial industrial action, hostilities, shortage of labour, materials, power or other supplies, governmental order of intervention or any other cause whatsoever beyond the Seller's control or of an unexpected or exceptional nature.

### 4. TECHNICAL SPECIFICATIONS

- (a) The Buyer shall be solely responsible for taking all necessary measurements and dimensions and shall notify all measurements and dimensions to the Seller in writing and the Seller shall not be liable for any loss resulting from inaccuracy in such measurements and dimensions.
- (b) The storage, handling and erection of timber components should, when appropriate, be in accordance with the British Standard's recommendations and copies of these are available on request. Also, technical advice and information upon the handling, erection, storage size and all other matters relating to the goods are available from the Seller on request and the Buyer must ensure that all requirements relating to the erection and general handling of the goods are followed and the Seller shall not be liable for any loss or damage resulting from the Buyer's failure to do so.

5. Structural bracing included with the Seller's specification is an integral part of the roof truss design and is not associated with any recommendations in item 4 above.

### 6. MATERIALS

The design of all prefabricated roof trusses is in accordance with current issues of the following:-

**BS 5268 Parts II and III** - The Structural Use of Timber.

**BS CP 3 Chapter V, Part I** - Dead and Imposed Loads.

**BS CP 3 Chapter V, Part II** - Wind Loads.

**BS 4978** - Structural Timber Grades.

**BS 5268 Part V** - Preservative Treatment for Timber.

**Agrément Certificate 20 gauge 80/748**  
**Building Regulations.**

### 1. PAYMENT

- (a) Unless otherwise agreed all prices are nett and shall not be subject to any discount and accounts shall be due for payment not later than 30 days from month end of invoice date. After which date Seller will be entitled to interest at 2% per month.
- (b) The method of payment for the first two consignments of roof trusses will be on a Pro-Forma basis (payable prior to manufacture). Any further consignments will be accepted on Account subject to the Seller's formal approval and favourable references - three from regular trade sources and one in respect of an active Bank Account.
- (c) If and so long as the Buyer is in arrear with any payments due hereunder the Seller may at its sole discretion suspend further deliveries under this and/or any other contract with the Buyer whether made before or after this contract.

### 2. TITLE OF GOODS

Ownership in any goods supplied by the Seller shall not pass to the Buyer until payment for such goods has been received by the Seller in full. Until the time of actual payment to the Seller of the total amount owing in respect of goods the Buyer shall hold the goods for the Seller as bailee and shall store the goods in such a way as to be clearly identifiable as the property of the Seller. Until such time the Buyer shall not be entitled to sell the goods or deal with them in any way that is not consistent with the Seller's ownership of the goods and the Buyer hereby irrevocably authorises the Seller and any of its agents to enter upon the property where the goods are kept to remove those goods.

### 3. LIABILITY

The liability of the Seller in any case shall be limited to the replacement of any goods that are defective.

### 4. RETURN OF GOODS

- (a) The Seller will not accept the return of any goods supplied in accordance with any contract except by written agreement and the Seller accepts no liability whatsoever for goods returned in any other circumstances.
- (b) No complaints regarding the goods or services supplied will be entertained unless they are notified to the Seller in writing within 48 hours of delivery.