

Our Terms & Conditions

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1 INTERPRETATION

- 1.1 "Seller" means Scotframe Timber Engineering Ltd.
- 1.2 "Purchaser" means the client who accepts a quotation from the Seller.
- 1.3 "Goods & Services" means the supply of goods and services as identified in the Quotation by the Seller.
- 1.4 "Quotation" means willingness to treat Goods and Services for the price, or the rates and prices stated therein and to include any amended quotation issued in accordance thereafter.
- 1.5 "Specification" means the specification prepared by the Seller relative to the materials and components included in the Quotation for the Supply of Goods and Services appended to the Quotation.

2 FORMATION OF CONTRACT

- 2.1 Any order sent to the Seller by the Purchaser shall be accepted entirely at the discretion of the Seller and, if so accepted, will only be accepted upon these conditions (hereafter referred to as the "Conditions") and by means of the Seller's standard client order form. No terms and conditions stipulated or referred to by the Purchaser in any form whatever shall in any respect vary or add to these terms and conditions unless the Seller agrees in writing to any such variance or addition.
- 2.2 Each order which is so accepted shall constitute an individual legally binding contract between the Seller and the Purchaser and such contract is hereafter referred to in the Conditions as an "Order".
- 2.3 Any typographical, clerical or manifest error or omission in any sales literature, quotation, price list, invoice or other document issued by the Seller shall be subject to correction without liability on the part of the Seller.
- 2.4 Unless previously withdrawn by the Seller the quotation is valid for the period stated therein or, where no such period is stated, is valid for 90 days after the date of issue.

3 SPECIFICATION

- 3.1 The Seller reserves the right to change, alter or amend a specification and will use all reasonable endeavors to ensure the Purchaser is aware of the need for amendment of the specification. In all cases the Seller shall seek to ensure similar quality of any amended items. The Seller reserves the right to amend a price quoted if the design, when ordered, is materially different from that quoted.
- 3.2 Materials purchased by the Seller in response to the Purchaser's non-standard requirements cannot be accepted for return by the Seller. Standard products supplied to the Purchaser may be returned at the discretion of the Seller but may be subject to a restocking charge.

4 RECEIPT

- 4.1 The Purchaser shall be deemed to have received all goods upon their delivery by the Seller to the address specified in the Order.

5 DELIVERY & RISK

- 5.1 Any time or date for delivery by the Seller is given in good faith, but is an estimate only. No responsibility is accepted by the Seller for any labour or other relevant costs incurred by the Purchaser as a consequence of delay or failure to deliver. It is the Purchaser's obligation to ensure vehicular access to and from the delivery address. The Seller accepts no responsibility for failure to deliver in the event that reasonable access is not available at the time of delivery, or neither the Purchaser nor his agent is on site to receive delivery. Notwithstanding the terms of Condition 7 after mentioned, a supplemental delivery charge shall be made in the event that re-delivery is required as a consequence of the Purchaser's failure hereunder, either regarding access or receipt of delivery on the pre-intimated delivery date.
- 13.2 It is a material condition of the contract to which terms and conditions apply that the Seller is in possession of full and final design information at a mutually agreed time prior to commencement of manufacture of the goods and in the event that they are not the Purchaser shall be liable for all increased costs occasioned thereby and the Seller shall be relieved of every liability whatsoever for any delay occasioned as a consequence.
- 13.3 It is the responsibility of the Purchaser to personally, through his authorised agent, check and receipt deliveries to the site. Receipt therefore is proof of delivery. The person on site accepting delivery shall be understood to be the agent acting for the Purchaser.
- 5.4 The property of the Goods supplied hereunder shall not pass to the Purchaser until payment by the Purchaser to the Seller of the full purchase price for all Goods which the Purchaser has contracted to purchase from the Seller, whether under this contract or any other contract. Even though title has not passed the Seller shall be entitled to sue for the price of the goods once payment has become due.
- 5.5 Details of damages in transit must be reported in writing to the Seller within 24 hours of delivery.
- 5.6 It is the responsibility of the Purchaser to arrange for all goods to be unloaded promptly at the delivery point. The Seller has no liability for damages sustained during unloading.
- 5.7 All prices shall be subject to further variation in respect of any additional costs arising by virtue of any statute, regulations or orders issued by a Government Department or any other duly constituted authority, including any statutory changes in taxation of vehicle fuel.
- 5.8 It is the absolute and sole responsibility of the Purchaser to ensure that all necessary grants of Planning Permission, Building Regulations Warrants or other consents necessary for the execution of the Order have been obtained. All costs incurred by the Seller on an Order aborted due to Planning or Building Consents not being granted will be recharged to the Purchaser.

6 TITLE AND PAYMENT

- 6.1 The Seller warrants that (except in relation to intellectual property rights of third parties referred to in condition 10) the Seller has good title to the goods and that (pursuant to S 12(3) of the Sale of Goods Act 1979 or S 2(3) of the Supply Goods and Services Act 1982, whichever Act applies to the Order) it will transfer such title as it may have in the goods to the Purchaser pursuant to Condition 6.4.
- 6.2 The Seller warrants that it is not aware of any actual or alleged infringements of any intellectual property rights of third parties which relate to the goods.
- 6.3 The Seller reserves the right to sub-contract part or all of the order.
- 6.4 Unless otherwise advised, payment of the price of goods comprised in each consignment or load delivered pursuant to and Order shall become due at the end of the month following the month in which that consignment or load is delivered. In the event that the Purchaser fails to pay in accordance herewith any discounts agreed at the time of the order shall be disallowed. Credit may be offered subject to suitable credit check though the Seller may, at its discretion, require full payment against pro-forma invoices.
- 6.5 Title to the goods comprised in each consignment or load shall not pass to the Purchaser until the Purchaser has paid the price to the Seller but even though title has not passed, the Seller shall be entitled to sue for the price once payment has become due.
- 6.6 Payments shall be subject to nil retention.
- 6.7 Where the Purchaser is in default of any instalment payment whatsoever due in accordance herewith the Seller reserves the right to withdraw any certificates lodged in support of any planning permission or building warrant applications with the relevant authority until such times as the default has been purged but without prejudice to any other remedy for default the Seller is entitled to pursue.
- 6.8 Interest shall be charged at the rate laid down by the late payment of Commercial Debts Regulations 2002.

7 STORAGE

- 7.1 Where the Purchaser is unable to accept delivery of all or any of the goods on the agreed delivery date he shall arrange and pay for suitable storage, maintenance and insurance of such goods. If the Seller has sufficient and appropriate facilities for those purposes it may store goods at the Purchaser's risk and expense pending re-delivery within a reasonable period of time.

8 FORCE MAJEURE

- 8.1 The Seller shall not be under any liability for any failure to perform any of its obligations under the Order due to Force Majeure. Following notification by the Seller to the Purchaser of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.
- 8.2 For the purpose of this Condition, "Force Majeure" means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or events or circumstances outside the reasonable control of the party affected thereby.

[A larger print version of these Terms & Conditions is available on request](#)

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9 GUARANTEE

- 9.1 For goods which are manufactured by the Seller or which bear one of the Seller's trademarks, the Seller grants the following guarantee:-
- 9.1.1 The Seller shall free of charge either repair, or at its option, replace defective goods where the defects appear under proper use within 6 months from the date of delivery, provided that:-
- 9.1.1.1 Notice in writing of the defects complained of shall be given forthwith to the Seller upon their appearance
- And
- 9.1.1.2 Such defects shall be found to the Seller's reasonable satisfaction to have arisen solely from the Seller's faulty design, workmanship or materials
- And
- 9.1.1.3 The defective goods shall be returned to the Seller's factory if so requested by the Seller.
- 9.1.2 Any repaired or replaced goods shall be redelivered by the Seller free of charge to the original point of delivery but otherwise in accordance with and subject to these Conditions of Sale save that the period of 6 months referred to in Condition 9.1.1 shall be replaced by the unexpired portion of that period only.
- 9.1.3.1 Alternatively to Condition 9.1.1 the Seller shall be entitled at its absolute discretion to refund the price of the defective goods in the event that such price shall already have been paid by the Purchaser to the Seller, or if such price has not been so paid, to relieve the Purchaser of all obligations to pay the same by the issue of a credit note in favour of the Purchaser in the amount of such price.
- 9.2 In respect of all goods manufactured and supplied to the Seller by third parties, the Seller will pass on to the Purchaser (in so far as possible) the benefit of any warranty given to the Seller by such third parties and will (on request) supply to the Purchaser details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties and the Purchaser shall be solely responsible to the entire exclusion of the Seller for complying with all of these.
- 9.3 The Seller's liability under this Condition shall be to the exclusion of all other liability to the Purchaser, whether contractual, delictual or otherwise for defects in the goods or for any loss or damage to or caused by the goods and (subject to Condition 13) all other Conditions, warranties, stipulations or other statements whatsoever concerning the goods, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded; in particular (but without limitation of the foregoing) the Seller grants no warranties regarding the fitness for purpose, performance, use, nature or quality of the goods, whether express or implied, by statute, at common law or otherwise whatsoever.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 All intellectual property rights comprising to registered and unregistered designs, drawings, specifications and other work developed pursuant to the Agreement shall be the exclusive property of the Seller in any way it so decides. Such material may not be reused or released by the Purchaser without the prior consent of the Seller.
- 10.2 The parties agree to notify the other party as soon as reasonably practicable of such details as are known of any infringement of the copyright in registered and unregistered designs, drawings, specifications and other work developed pursuant to this Agreement. The Seller will at its own cost (and without any claim at a later date for a contribution by the Purchaser) do all such things necessary to protect the copyright, rights and interest of any nature including, but not limited to, starting proceedings or other against any person, firm or company and shall advise the Purchaser of all such cases as they arise. The Purchaser agrees to assist the Seller at the Seller's expense in any step or action that need to be taken and if requested shall agree to be joined in any proceedings or action subject to full disclosure to the Purchaser of all legal documents relating to that case, including any opinion of the Counsel and expert witnesses.
- 10.3 The provision of Condition 10.1 shall not apply to any infringement caused by the Seller having followed a design or instruction furnished or given by the Purchaser nor to any use of the goods in a manner or for a purpose which shall have been specifically prohibited in writing by the Seller, nor to any infringement which is due to the use of such goods in association or combinations with any other product.
- 10.4 The Purchaser warrants that any design or instruction furnished or given by the Purchaser shall not be as such as will cause the Seller to infringe any intellectual property rights.
- 10.5 For the purposes of this Condition the capitalised term "Intellectual Property Rights" means Patents, Registered Designs, Unregistered Designs, Registered Trademarks and Copyright.

11 CONFIDENTIALITY

- 11.1 Both the Seller and the Purchaser shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the Goods and the Order.

12 ECONOMIC LOSS

- 12.1 Subject to Condition 14, and notwithstanding anything contained in these conditions (other than Condition 14) or the Order, under no circumstances shall the Seller be liable, in contract, delict or howsoever otherwise, and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever which may be suffered by the Purchaser.

13 LIMITATION OF LIABILITY

- 13.1 Subject to Condition 14, and otherwise notwithstanding anything contained in these Conditions of the Order, the Seller's liability to the Purchaser in respect of the Order, in contract, delict or howsoever otherwise arising, shall be limited to the net price of the goods specified in the Order. It is a further material condition of the Seller's liability hereunder that before liability attaches to the Seller that (i) all joinery shall be kept in a dry place, raised from the ground and properly stacked and that untreated joinery shall be effectively sealed immediately after delivery, (ii) joinery shall not be installed in buildings which have not adequately dried out, and (iii) no joinery shall be subject to excessive conditions of extreme heat and humidity brought about by internal heating installations.

14 FAILURE TO PERFORM CONTRACT (IMPLEMENT & DELIVERY)

- 14.1 All Orders are accepted subject to any failure on the Seller's part to implement a contract (or any part thereof) due to shortage of labour and/or materials, accident or oversight.
- 14.2 Failure on the Seller's part to make any delivery on a due date shall not entitle the Purchaser to refuse a delivery tendered after such date, to repudiate the contract or make a claim for damages in respect of late delivery.

15 UNFAIR CONTRACT TERMS ACT 1977

- 15.1 If and to the extent that S6 and/or S7 (3A) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the express warranties contained in Condition 5, or for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Order by S12 (3) of the Sale of Goods Act 1979, or S2 (3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Order.
- 15.2 Where the Purchaser is a natural person, and if to the extent that S2 (1) of the Unfair Contract Terms Act 1977 applies to the Order, nothing in these terms and conditions shall operate so as to exclude or restrict the liability of the Seller for death or personal injury caused to the Purchaser by reason of the negligence of the Seller or of its servants, employees or agents.

16 PREVENTION OR FRUSTRATION

- 16.1 If the contract becomes impossible to perform or is otherwise frustrated the Purchaser shall be liable to pay the Seller all reasonable costs, expenses, overheads and all loss of profit which the Seller, his suppliers or sub-contractors incur as a result of such frustration or impossibility of performance.

17 APPLICABLE LAW

- The Order shall be considered a contract made in Scotland and shall be governed in all respects by the Law of Scotland and the parties agree to submit to the non-exclusive jurisdiction of the Scottish courts.