

Södra Wood Limited and Södra Wood (Ireland) Limited Terms and Conditions for the Sale of Goods

The customer's attention is drawn in particular to the provisions of clause 9

1. Interpretation**1.1 Definitions:**

Business Day	A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
Conditions	The terms and conditions set out in this document as amended from time to time in accordance with clause 12.4;
Contract	The contract between Södra and the Customer for the sale and purchase of the Goods in accordance with these Conditions;
Customer	The person or firm who purchases the Goods from Södra;
Force Majeure Event	An event or circumstance beyond a party's reasonable control;
Goods	The goods (or any part of them) set out in the Order;
Order	The Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of Södra's quotation, or agreed between the parties by telephone or email as the case may be;
Specification	Any specification for the Goods, including any related plans and drawings, that is issued to the Customer by Södra as part of its Order confirmation; and
Södra	Södra Wood Limited (registered in England and Wales with company number 1789912) whose registered office is at Cirencester Office Park, Unit 18/19, Tetbury Road, Cirencester, GL7 6JJ, UK. OR Södra Wood (Ireland) Limited (registered in Ireland with company number 635053) whose registered office is at 1 Stokes Place, St. Stephen's Green, Dublin

1.2 Interpretation:

- 1.2.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.3 A reference to **writing** or **written** includes faxes and emails.

2. Basis of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when Södra issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by Södra and any descriptions or illustrations contained in Södra'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 Contract nor have any contractual force.

2.6 A quotation for the Goods given by Södra shall not constitute an offer. Unless expressly stated otherwise on a quotation, a quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. **Goods**

3.1 The Goods are described in the Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Södra against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Södra in connection with any claim made against Södra for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Södra's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 Södra reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

3.4 Södra may, at its discretion, supply accompanying software with the Goods. The Customer expressly acknowledges and agrees that the software is being provided free-of-charge by Södra as is, without any liability. To use such software, the Customer will need to accept a software licence agreement with a third party. If it does not agree the terms of the software licence agreement the Customer should not access or use the software.

4. **Delivery**

4.1 The Customer will be advised by Södra when the Goods are ready to be delivered or collected.

4.2 Either:

4.2.1 Södra shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Södra notifies the Customer that the Goods are ready. Delivery is completed when the Goods are unloaded at the Delivery Location; or

4.2.2 the Customer shall collect the Goods from Södra's premises or such other location as may be advised by Södra (**Collection Location**) on such date as the parties may agree. Delivery is completed on completion of loading of the Goods at the Collection Location.

4.3 Södra shall ensure that each delivery of the Goods is accompanied by a delivery advice note that shows the type and quantity of the Goods including the code number of the Goods, where applicable.

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

4.5 If the Customer fails to collect or accept delivery of the Goods the parties will discuss alternative arrangements in good faith provided that Södra reserves the right to charge for any additional reasonable costs and expenses it may incur as a result of such delays.

4.6 All sales 'to arrive' shall be subject to shipment and safe arrival. Any variation in the total of the war risk insurance rate or of any charge, tax, levy, duty or impost on the Goods shall be for the Customers account. Instructions for delivery to be given in time to enable them to be carried out upon arrival. In the absence of

such instructions or if ordered by the Customer to rail or road transport or to craft and the Customer fails to provide the same when the Goods are available Södra may take such steps as it may in its absolute discretion consider to be necessary to clear the Goods and may recover from the Customer all expenses thereby incurred.

- 4.7 In the case of Goods sold on Ex Quay Terms and where handling and/or collection and/or delivery arrangements are made on that basis the Customer is responsible for charges incurred as a result of delivery not being taken in this manner and/or within the prescribed period.

5. **Quality**

- 5.1 Goods are not tested or sold as fit for any particular purpose and any term, warranty or condition express, implied or statutory to the contrary are excluded (including without limitation the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 which are, to the fullest extent permitted by law, excluded from the Contract).
- 5.2 Notice of any claims arising out of or in connection with this Contract must be given in writing to Södra within 7 Business Days from the date when the Goods are collected or delivered, failing which all claims shall be deemed to be waived and absolutely barred. In any event Södra shall be under no liability for shortage unless within 3 Business Days of delivery the Customer gives notice of claim to the carrier. Södra shall be under no liability whatsoever if bulk is broken pending settlement of any claim, or, if the Goods collected or delivered include plywood or particle board, if marked battens on the packages (if any) are not produced with the Goods for inspection by Södra.

6. **Title and Risk**

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery as set out in clause 4.2.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 6.2.1 Södra receives payment in full (in cleared funds) for the Goods and any other goods that Södra has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Södra's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 6.3.4 notify Södra immediately if it becomes subject to any of the events listed in clause 8.1; and
- 6.3.5 give Södra such information relating to the Goods as Södra may require from time to time.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Södra receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 6.4.1 it does so as principal and not as Södra's agent; and
- 6.4.2 title to the Goods shall pass from Södra to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy Södra may have:

- 6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 6.5.2 Södra may at any time:
 - 6.5.2.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - 6.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them and the Customer will provide all assistance in removing the Goods as Södra may request.

7. **Price and Payment**

- 7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Södra's published price list in force as at the date of delivery.
- 7.2 Södra may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 7.2.1 any factor beyond Södra's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs save that any variation in the sea freight other than by reason of devaluation/revaluation shall be for Södra's account);
 - 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Södra adequate or accurate information or instructions.
- 7.3 If any contract(s) made by Södra to procure the Goods provides for variation of price(s) and such prices are increased by 10% or more at any time, Södra may pass such increases on to the Customer and Södra at its option shall have the right to cancel the Contract by notifying the Customer in respect of any Goods not delivered to the Customer at that date.
- 7.4 The price of the Goods excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to Södra at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 7.5 Södra may invoice the Customer for the Goods on or at any time after the completion of delivery in accordance with clause 4.
- 7.6 The Customer shall pay the invoice in full and in cleared funds in accordance with the credit terms agreed in writing with Södra. Payment shall be made to the bank account nominated in writing by Södra. Time of payment is of the essence.
- 7.7 If the Customer fails to make any payment due to Södra under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England'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 Customer shall pay the interest together with the overdue amount.
- 7.8 If the Customer fails to make any payment due to Södra under this or any other Contract/account Södra shall be entitled to withhold delivery of the Goods or part thereof.
- 7.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Södra may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Södra to the Customer.

8. Termination

- 8.1 Without limiting its other rights or remedies, Södra may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 8.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
 - 8.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 8.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 8.1.4 the Customer's financial position deteriorates to such an extent that in Södra's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.2 Without limiting its other rights or remedies, Södra may suspend provision of the Goods under the Contract or any other contract between the Customer and Södra if the Customer becomes subject to any of the events listed in clause 8.1.1 to clause 8.1.4, or Södra reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 Without limiting its other rights or remedies, Södra may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 8.4 On termination of the Contract for any reason the Customer shall immediately pay to Södra all of Södra's outstanding unpaid invoices and interest.
- 8.5 Termination of the 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 this Contract that existed at or before the date of termination.
- 8.6 Any provision of the 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.

9. Limitation of Liability

- 9.1 Nothing in these Conditions shall limit or exclude Södra's liability for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 9.1.2 fraud or fraudulent misrepresentation;
 - 9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 9.1.4 defective products under the Consumer Protection Act 1987; or
 - 9.1.5 any matter in respect of which it would be unlawful for Södra to exclude or restrict liability.
- 9.2 Subject to clause 9.1:
- 9.2.1 Södra shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

- 9.2.2 Södra's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

10. **Force Majeure**

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If a party is affected by a Force Majeure Event it shall notify the unaffected parties and the parties shall discuss in good faith such steps that can be taken to mitigate the impact of the Force Majeure Event and the impact on this Contract.

11. **Modern Slavery Act**

- 11.1 In performing its obligations under the Contract, the Customer shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 11.2 The Customer shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 11.3 The Customer shall notify Södra as soon as it becomes aware of:
- 11.3.1 any breach, or potential breach, of its anti-slavery and human trafficking policy; or
 - 11.3.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

12. **General**

12.1 **Assignment and other dealings.**

- 12.1.1 Södra may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.1.2 The Customer 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 Contract without the prior written consent of Södra.

12.2 **Confidentiality.**

- 12.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 12.2.2. For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- 12.2.2 Each party may disclose the other party's confidential information:
- 12.2.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and
 - 12.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

- 12.3 **Entire agreement.**
- 12.3.1 This 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.
- 12.3.2 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 this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 12.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- 12.5.1 waive that or any other right or remedy; nor
- 12.5.2 prevent or restrict the further exercise of that or any other right or remedy.
- 12.6 **Severance.** If any provision or part-provision of the 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 Contract.
- 12.7 **Notices.**
- 12.7.1 Any notice or other communication given to a party under or in connection with the 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 fax.
- 12.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in *clause* 12.7.1; 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 fax one Business Day after transmission.
- 12.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 12.8 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 12.9 **Governing law.** The Contract, and any dispute or claim (including non-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 and Wales.
- 12.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.