

TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

- "Contract" means any Contract for the purchase of Goods by the Purchaser from Sherwood.
"Goods" means the Goods specified in the Order and all parts or components of them as specified in the Order.
"Order" means the Order placed in respect of the Goods.
"Purchaser" means the Purchaser placing an Order for Goods.
"Sherwood" means Nottinghamshire County Council.

2 FORMATION OF CONTRACT

- a) Orders may be placed by post, fax, e-mail or via the internet.
- b) No Contract shall come into existence until Sherwood accepts the Purchaser's Order.
- c) The Contract shall incorporate the Order and any specifications or conditions referred to in it, the terms and conditions set out below and all terms and conditions implied by law.
- d) Sherwood reserves the right to amend these terms and conditions at any time without giving notice.

3 PRICE & SPECIFICATION OF THE GOODS

- a) The price of the Goods shall be the price stated in Sherwood's quotation or such other price as is expressly agreed in writing by Sherwood and the Purchaser.
- b) Sherwood reserves the right at any time without giving notice to the Purchaser to increase the price of the Goods to reflect any increase in the cost to Sherwood which is due to any factor beyond the control of Sherwood (such as without limitation any significant increase in the costs of labour, materials or other costs of production or supply).
- c) The price is exclusive of any applicable value added tax. The prices will be subject to VAT where applicable.

4 TERMS OF PAYMENT

- a) Sherwood will invoice the Purchaser for the price of the Goods.
- b) The Purchaser shall pay the price of the Goods within the number of days stated on Sherwood's invoice whether or not delivery has taken place. All payments shall be made in full without any set-off, restriction or retention unless agreed beforehand with Sherwood in writing. The time of payment of the price shall be of the essence of the Contract. No payment will be deemed to have been received until Sherwood has received cleared funds.
- c) If the Purchaser fails to make any payment on the due date then without prejudice to any other right or remedy available to Sherwood, Sherwood shall be entitled to cancel the Contract or suspend any further deliveries to the Purchaser or appropriate any payments made by the Purchaser to such of the Goods (or the Goods supplied under any other Contract between Sherwood and the Purchaser) as Sherwood may think fit (notwithstanding any purported appropriation by the Purchaser).
- d) Sherwood reserves the right to charge interest at a rate notified by them on any late payments.

5 DELIVERY

- a) Sherwood will deliver the Goods to the Purchaser to one location at a UK address which shall be secure, under cover and weatherproof.
- b) If the Purchaser fails to take delivery of the Goods in accordance with Clause 5(a) or fails to give Sherwood adequate delivery instructions then Sherwood may make a charge to cover delivery and storage costs.
- c) Every effort will be made to complete deliveries in accordance with the Purchaser's requirements. Where delivery and payment by instalments has been agreed failure to pay invoices by the due date may affect the future delivery of Goods.
- c) The time of delivery shall not be of the essence of the Contract.

6 CARRIAGE

- a) Save for Clause 6(b) below, carriage is included in the price.
- b) Orders to the value of less than £300 outside Nottinghamshire will be subject to a carriage surcharge as notified to the Purchaser by Sherwood.

7 PROPERTY AND RISK

- a) Ownership of the Goods shall remain with Sherwood and will not pass to the Purchaser until Sherwood is paid for all the Goods and no other amounts are owed by the Purchaser to Sherwood in respect of other Goods supplied by Sherwood.
- b) Until such time as the Goods become the Purchaser's property, the Purchaser shall hold the Goods as Sherwood's fiduciary agent and bailee and shall keep the Goods separate from the Goods of the Purchaser and third parties and properly stored, protected and insured and identified as Sherwood's property. Until that time the Purchaser shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to Sherwood for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Purchaser and the third parties and in the case of tangible proceeds properly stored, protected and insured.
- c) Until such time as the Goods become the Purchaser's property, Sherwood shall be entitled at any time to require the Purchaser to deliver up the Goods to Sherwood and if the Purchaser fails to do so forthwith to enter upon the premises of the Purchaser or any other third party where the Goods are stored and repossess the Goods.
- d) The risk of damage to or loss of the Goods shall pass to the Purchaser at the time of delivery of the Goods.

8 REFUNDS AND RETURNS

- a) Damaged Goods or short supply:
 - All Goods must be inspected on delivery, and installations are subject to Purchaser sign off on completion. Any shortages or damage must be notified to Sherwood within 7 days of delivery or sign-off.
 - All shortages or damage must be notified to sales@sherwoodindustries.co.uk or by telephone to 01623 792151. Goods may only be returned by prior written authorisation of Sherwood. Reported problems will be investigated and appropriate action taken (this may include rectification work or replacement). The decision of Sherwood is final.
- b) Returns:
 - Bespoke or non-stock items (includes items designed for the Purchaser, seating where the Purchaser has specified the colour and Tip Top meeting tables) are non-returnable unless faulty or damaged (see Clause 8(a)).
 - Stock items may only be returned by prior written authorisation of Sherwood, and will be subject to a handling charge to cover carriage and administration. All returns must be notified within 7 days of receipt of Goods and all returned Goods must be in their original condition.
- c) Cancellation of Order (pre-delivery):
 - Cancellation must be received by Sherwood in writing (either by letter, e-mail or fax), and may be subject to cancellation charges as follows:
- | | | |
|----------------------------|--|--------------------|
| Bespoke or non-stock item: | Product not scheduled for manufacture: | no charge |
| | Product scheduled for manufacture: | 25% of Order value |
| | Product part manufactured: | 50% of Order value |
| | Product manufactured: | total Order value |
- Stock item: no charge.

9 LIABILITY

- a) Except in respect of death or personal injury caused by Sherwood's negligence, Sherwood shall not be liable for any consequential or indirect loss suffered by the Purchaser whether this loss arises from breach of duty in contract or tort or in any other way (including loss arising from Sherwood's negligence). None exhaustive illustrations of indirect loss would be damage to the Purchaser's property of any other person, personal injury to the Purchaser or any other person. The Purchaser accepts that it is its responsibility to insure against these risks.
- b) Sherwood shall not be liable to the Purchaser for any delay in performing or any failure to perform any of Sherwood's obligations in relation to the Goods if delay or failure were due to any cause beyond Sherwood's reasonable control. None exhaustive illustrations of causes beyond Sherwood's reasonable control include Act of God, war, riot or civil commotion, explosion, abnormal whether conditions, fire, flood, strikes, shortage of materials, labour or manufacturing facilities.

10 GENERAL

- a) No waiver by Sherwood of any breach of the Purchaser's obligations shall be considered as a waiver of any subsequent breach of the same or any other provision.
- b) If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
- c) Where the Goods consist of more than one item this agreement will be construed severally and distinctly in respect of each item.
- d) This Contract shall be governed by the law of England.

COLOUR DISCLAIMER

Please note that the colours shown in this brochure are intended for general guidance. They are only as accurate as the printing process will allow.

EFFECTIVE MARCH 2009 UNTIL FURTHER NOTICE