



Harmony Timber Solutions & Harmony Timber Frame
CONDITIONS OF SALE.

1 Definitions.

- (a) 'The Seller' means the supplier of the goods.
- (b) 'The Purchaser' means the person, firm or Company supplied with the Goods by the Seller.
- (c) 'Goods' means the goods, materials and/or other items to be supplied pursuant to the Contract.
- (d) 'The Contract' means the contract for sale and purchase of the Goods made between the Seller and the Purchaser to which these conditions apply and which shall include any order issued thereunder.

2. Scope of Conditions.

These conditions apply to all contracts for the sale of goods by the Seller and shall prevail over any inconsistent terms or conditions referred to in the Purchaser's order or in correspondence or elsewhere unless specifically agreed in writing by a Director, the Secretary or a Manager on behalf of the Seller and any conditions or stipulations to the contrary are hereby excluded or extinguished.

3. Quotations

Unless expressly stated to be otherwise a quotation is not a tender but is merely and invitation to the Purchaser to place any order. All quotations are therefore subject to confirmation by the Seller upon receipt of the Purchaser's order and no contract shall exist until such confirmation is given.

4. Prices

Except where a contract is expressly stated to be a fixed price contract the prices payable for the Goods shall be those charged by the Seller at the time of despatch so that the Seller shall have the right at any time to revise quoted prices to take account of

increases in costs including (without prejudice to the generality of the foregoing) costs of acquisition of the Goods or any part thereof, raw materials, carriage, labour or other overheads, increase or imposition of any tax, duty or other levy and any variation in exchange rates.

5. Title

Title to the Goods shall only pass to the Purchaser upon payment in full of the invoice price, but the goods shall be at the Purchaser's risk from the date of delivery of the Goods to or to the order of the Purchaser.

6. Terms of Payment.

(a) Unless otherwise expressly stated by the Seller in writing payment terms are strictly nett cash payable not later than the last day of the month following the month of delivery of the Goods. Interest shall be payable on overdue accounts at the rate of 5 per cent over the base lending rate of the current Euribor rate to run from the due date for payment thereof until receipt by the Seller of the full amount whether or not after judgement.

(b) The Seller reserves the right to repossess any of the Goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Purchaser hereby grants an irrevocable right and license to the Seller's servants and agents to enter upon all and any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract throughout the happening of any of the events specified in Condition 12 or otherwise and without prejudice to any rights of the Seller thereunder.

7. Delivery.

(a) Unless otherwise expressly agreed by the Seller in writing any times quoted for delivery, erection or completion are estimates only and time shall not be of the essence of the Contract in this respect. Delay shall not render the Seller liable to any claims for damages either direct or indirect.

(b) In the event of the Purchaser without justification returning or failing to accept any delivery of the Goods in accordance with the Contract the Seller shall be entitled at its option either to deliver and invoice the Purchaser for the balance of the Goods then remaining undelivered or to suspend or cancel further deliveries under the Contract. The Seller shall be entitled to store at the risk of the Purchaser any of the Goods which the Purchaser refuses or fails to accept and the Purchaser shall in addition to the invoice price pay all costs of such storage and any additional costs of carriage incurred as a result of such refusal or failure.

(c) Where the contract or any order involves more than one delivery and default in payment on the due date (either under the Contract or under any other contract made between the Seller and the Purchaser) the Seller shall have the right to suspend all or any further deliveries by notice in writing to the Purchaser.

8. Specification by the Purchaser.

The seller shall on request manufacture to the Purchaser's drawings, designs, bill of quantities or specifications but will not accept responsibility for any inaccuracies or for faulty design therein. The Purchaser shall indemnify the Seller against any claims for damages and costs and against all liability in respect of any infringement or alleged infringement of patent rights or registered designs resulting from the Seller's compliance with the Purchaser's instructions express or implied.

9. Liability.

(a) The Seller shall not be liable for any shortage in quantity delivered nor for any defect in the quality, nature or condition of the Goods nor for non-compliance with any specification unless a claim in writing shall have been received by the Seller from the Purchaser within 3 days of delivery of the goods.

(b) In the event of any shortage defect or non-compliance as aforesaid the Seller shall subject to Condition 9 (a) make good the shortage and/or as appropriate replace or repair free of charge any Goods found to be defective.

(c) Subject to the foregoing all conditions or warranties implied by statute common law or otherwise in relation to the Goods are hereby excluded and the Seller shall be under no liability to the Purchaser for any loss, damage or injury direct or indirect.

(d) In no circumstances whatever shall the Seller's liability to the Buyer's arising under or out of or in connection with this contract or the supply of goods thereunder and whether in Contract or otherwise exceed the invoiced value of the Goods.

10. Force Majeure.

The Seller shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of the Goods by the Seller being prevented, hindered or delayed by reason of circumstances whatsoever which are outside the control of the Seller.

11. Licences and Consents.

It shall be the responsibility of the Purchaser to ensure that all necessary permissions are obtained under the Town and Country planning acts or other statutes, regulations or bye-laws and the Purchaser shall be responsible for any fees or charges payable in connection therewith and shall indemnify the Seller and its employees and sub-contractors against all liability in connection therewith.

12. Termination.

If the Purchaser shall commit any breach of this Contract or becomes insolvent or commit any act of bankruptcy or (being a Company) go into liquidation or have a receiver appointed of its undertaking the Seller may stop any Goods in transit and suspend other deliveries and by notice in writing to the Purchaser may forthwith determine the Contract without prejudice to the provisions of Conditions 6 (a) and to any existing claim.

13. Sub-Contractors.

The Seller reserves the right to sub-contract the whole or any part of the work included in the Contract and any such work shall remain subject to these conditions.

14. Value added Tax.

All quoted prices are exclusive of Value Added Tax which will be charged at the appropriate rate when invoicing.

15. Waiver.

The failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such rights nor operate as to bar the exercise or enforcement thereof at any time or times thereafter.

16. Governing Law

The Contract shall be governed by and construed and interpreted in accordance with the laws of United Kingdom and Republic of Ireland.