

BROADFIELD STABLES TERMS & CONDITIONS OF SALE

- 1. Formation of Contract
- 1.1 Any order sent to the Seller by the Customer shall be accepted entirely at the discretion of the Seller and, if so accepted, will be accepted only upon these conditions (hereinafter referred to as the "Conditions") and only by means of the Seller's standard Order Acknowledgement form.
- 1.2 Each order which is so accepted shall constitute an individually binding contract between the Seller and the Customer and such contract is hereinafter referred to in these Conditions as an Order.
- 1.3 These Conditions shall override any contrary, different or additional terms or conditions (if any) contained in or referred to in an order form or other documents or correspondence from the Customer and no addition or substitution of these terms will bind the Seller or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on the Seller's behalf.
- 2. Specifications
- 2.1 All goods supplied by the Seller shall be in accordance with:
 - (i) the current edition of the relevant Product Description Leaflet and Price List as published from time to time by the Seller (copies of which are available from the Seller upon request); and
 - (ii) those further specifications or descriptions (if any) expressly listed or set out on the face of the Order. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order.
- 3. Site Preparation
- 3.1 The Customer is responsible for ensuring that all licences, consents, permits, planning consents or other necessary permissions for the erection of the goods contained in the Order have been obtained prior to the Delivery Date.
- 3.2 The Customer is responsible for ensuring that the Seller has full-uninterrupted right of access to the Site and that the Site is suitable for the delivery of the Order by the Delivery Date.
- 3.3 The Customer is responsible for ensuring that the construction of the concrete base is completed to the Seller's satisfaction in accordance with the Seller's "Brickwork Plan" before the Delivery Date.
- 4. Delivery and Risk
- 4.1 Unless otherwise stated in the Order, the price quoted includes delivery to the Site specified in the Order and erection of the goods, provided that the Seller reserves the right to make an additional charge to cover any transport costs if the Site is not accessible on the Delivery Date and the delivery aborted.
- 4.2 Any time or date for delivery given by the Seller is given in good faith but is an estimate only.
- 4.3 Risk in the goods shall pass to the Customer upon completion of the erection and delivery of the goods.
- 5. Cancellation
- If the Customer requires to cancel the Order this must be notified 10 working days prior to the Delivery Date specified in the Conditions, whereupon the deposit will be returned in full less any administration charge the Seller shall reasonably charge to cover administrative expenses.
- 6. Title and Payment
- 6.1 The Seller warrants that the Seller has good title to the goods and that pursuant to S12(3) of the Sale of Goods Act 1979 or S2(3) of the Supply of Goods and Services Act 1982, whichever applies to the Order, it will transfer such title as it may have in the goods to the Customer pursuant to Condition 6.2.
- 6.2 Title to the goods comprised in the Order shall not pass until the Customer has paid the full price to the Seller, but, even though title has not passed, the Seller shall be entitled to sue for their price once its payment has become due.
- 6.3 The Customer must insure all goods delivered and erected on Site and ensure adequate cover by insurance against fire, theft, extreme weather conditions, acts of God or other loss or damage.

- 7. Storage
- If the Seller shall be unable, through circumstances beyond its control, to deliver the goods within 14 days after notification to the Customer or its agent that the goods are ready for delivery, the Seller shall be entitled to arrange storage on behalf of the Customer, whereupon delivery shall be deemed to have taken place, all risk in the goods shall pass to the Customer and delivery to the Customer of the relevant warehouse receipt shall be deemed to be delivery of the goods for the purposes of Condition 4. All charges incurred by the Seller for storage or insurance shall be paid by the Customer within 30 days of submission of an invoice.
- 8. Damage in Transit
- The Seller will replace free of charge any goods proved to the Seller's satisfaction to have been damaged in transit or erection provided that within 24 hours after delivery and erection the Seller has received from the Purchaser notification in writing of the occurrence of the damage and also, if and so far as practicable, of its nature and extent.
- 9. Payment
- 9.1 All goods remain the property of the Seller until payment in full.
- 9.2
 - (a) One-half of the Purchase Price shall be paid as a deposit upon submission of the Order.
 - (b) The balance shall be paid immediately upon completion of the delivery and erection of the goods.
 - (c) In the event of the balance of the Purchase Price not being paid immediately upon completion of the delivery and erection of the goods in accordance with 9.2(b) the Seller shall be entitled without further notice to dismantle and remove the goods within 28 days of the completion of erection and delivery and place the same into storage in accordance with Condition 7 above. The Customer hereby authorises the Seller to gain access to the Site for the purpose of dismantling and removing the goods.
- 9.3 Interest will be charged on overdue payment at 5% above the Bank of England base rate from the date the balance becomes due.
- 10. Prices
- All prices are subject to VAT at the current rate at the date of the Order. Once the Deposit has been paid and the Order acknowledged the price will stay fixed for 4 months. One-half of the price set out in the Acknowledgement of Order is required upon placing the Order with the balance payable on the day of the completion of the delivery and erection.
- 11. Description of Goods
- 11.1 The Seller's brochure and elevated drawings are a guide only and do not form part of the Contract. All goods are supplied subject to reasonable availability to the Seller of suitable materials and labour. Some timber sizes are nominal and subject to variations. Timber is a natural product which is inspected at the time of manufacture. The Seller cannot accept responsibility for subsequent timber shrinkage, warping, cracking or movement after erection. The Seller reserves the right to alter specifications without prior notice provided the goods remain suitable for their original purpose.
- 11.2 In the event of any errors the Seller will be responsible only if the goods supplied do not conform with the requirements set out in both the Order and Acknowledgement.
- 12. Force Majeure
- 12.1 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 Customer of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

12.2 For the purpose of the Conditions "Force Majeure" means fire, explosion, flood, lightning, act of God, act of terrorism, war, rebellion, riot, sabotage or official strike or similar official labour disputes or events or circumstances outside the reasonable control of the Seller.

- 13. Economic Loss

- Subject to Condition 15 and notwithstanding anything contained in these Conditions (other than Condition 15) or the Order, in no circumstances shall the Seller be liable in contract, in tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof:
 - (i) for any loss of profit, business, contracts, revenues or anticipated savings; or
 - (ii) for any special interest or consequential damage of any nature whatsoever.
- 14. Limitation of Liability
- Subject to Condition 15 and notwithstanding anything contained in these Conditions (other than Condition 15) or the Order, the Seller's liability to the Customer in respect of the Order, in contract, in tort (including negligence or breach of statutory duty) or howsoever otherwise arising shall be limited to the price of the goods specified in the Order.
- 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 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 6, 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 S 2(3) of the Supply of Goods Act 1982, whichever Act applies to the Order.
- 15.2 Where the Purchaser is a natural person and if and to the extent that S 2(1) of the Unfair Contract Terms Act 1977 applies to the Order, nothing in these Conditions shall operate or be construed to 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 Seller or of its servants, employees or agents.
- 16. Applicable Law
- The Order shall be considered a contract made in England and shall be governed in all respects by the law of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
- 17. Complaints
- Any complaints must be notified to the Seller within 7 days of the delivery/completion of the building(s). Complaints must be notified prior to any livestock being admitted. Complaints regarding garages or workshop type buildings must be notified prior to any internal work being carried out. The Seller will not be held responsible for damage caused by extreme weather conditions, fire, theft or acts of God.