

JUBILEE BUILDING SUPPLIES

The Builders Merchants

Terms & Conditions

1. Definitions

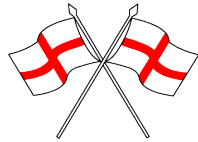
- 1.1 'Buyer' means the person who buys or agrees to buy the Goods from the Seller
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 'Delivery Date' means the date specified by the Seller when the Goods are to be delivered.
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller.
- 1.5 'Price' means the price for the Goods excluding carriage, packing, insurance and V.A.T.
- 1.6 'Seller' means Jubilee Building Supplies Ltd of Phoenix Business Park John Nike Way, Bracknell RG12 8TN.

2. Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. The Price and payment

- 3.1 The Price shall be the price quoted by the Seller. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the Price and VAT shall be due on the 20th day of the month following that of delivery. Time for payment shall be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above the Bank of England base rate from time to time



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in force and shall accrue at such a rate after as well as before any judgement. The Seller reserves the right to pass on any costs or expenses incurred in recovering sums due.

4. The Goods

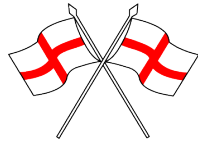
4.1 The quantity and description of the Goods shall be as set out in the (a) Sellers Order form signed by the Buyer in the case of a cash sale and b) the order acknowledgement in the case of an account sale.

5. Warranties and liability

5.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Goods are not tested nor are they sold as fit for any particular purpose. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all terms, conditions and warranties (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise (other than those express warranties set out in the current edition of the Seller's specification) relating to the quality and/or fitness for purpose merchantability or conditions of the Goods or any of the Good are excluded. The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit suffered by the Buyer arising out of a breach by the Seller of this contract. The Seller shall not be responsible for any loss or damage or delay howsoever arising caused by circumstances outside of the Seller's control. In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

6. Delivery of the Goods

6.1 Unless Goods are to be collected delivery of the Goods shall be made to the Buyer's address or if different the site address specified on the despatch note on the Delivery Date. The Buyer shall



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make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.2 Claims for non-delivery must be made in writing to the Seller within 10 days of the Delivery Date.

7. Acceptance of the Goods

7.1 Any damages or shortages must be noted on the Carrier's Delivery Sheet and notice in writing given to the Seller within 3 days of receipt of the goods for any credit or replacement to be given. Subject thereto the Buyer shall be deemed to have accepted Goods 24 hours after delivery to the Buyer.

7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

7.3 No Goods delivered to the Buyer which are in accordance with the contract will be accepted for return without the prior written approval of the Seller in accordance with the Seller's returns authorisation procedure and on terms to be determined at the absolute discretion of the Seller.

7.4 If the Seller agrees to accept any such Goods for return the Buyer shall be liable to pay a handling charge of 20% of the invoice price. Such Goods must be returned by the Buyer carriage-paid to the Seller in the original shipping carton.

7.5 Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have.

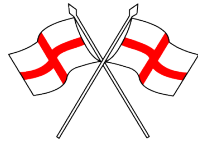
8. Title and risk

8.1 The Goods shall be at the Buyer's risk as from delivery.

8.2 In spite of delivery having been made property in the Goods shall not pass from the seller until the Buyer shall have paid the Price plus VAT in full and no other sums whatever shall be due from the Buyer to the Seller.

8.3 Until property in the Goods passes to the Buyer in accordance with clause 8.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

8.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the



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account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.

8.5 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.

8.6 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 8.4 shall cease.

9. Delivery crates

9.1 All crates' pallets and other packing materials are charged extra unless otherwise stated. The cost of crates pallets and other packing materials where charges will be credited upon return of the same in good condition.

10. Remedies of Buyer

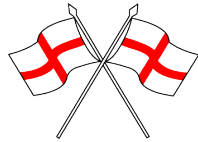
10.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.

10.2 Where the Buyer accepts or has been deemed to have accepted any Goods from the Seller shall have no liability whatever the Buyer in respect of those Goods.

10.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.

11. Severance

11.1 If any part of the contract is found by any Court of competent jurisdiction or other competent authority to be invalid unlawful or non-enforceable then such part shall be severed from the remainder of this contract which shall continue to be valid and enforceable to the fullest extent permitted by law.



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12. Proper law of contract

12.1 This contract is subject to the law of England and Wales.

12.2 All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.