

Timber Barron

Terms and Conditions of Sale



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A. TITLE TO GOODS AND RISK

NB: The following conditions are designed to protect the Vendor in the event of the financial failure of any of its customers. They provide that title to all goods and products into which goods have been incorporated remain with the Vendor until all accounts outstanding are paid.

1. The goods shall remain the property of the vendor and title shall remain with the Vendor and shall not pass to the purchaser until the vendor receives payment in full of the total price, together with any moneys outstanding due to the Vendor by the Purchaser.
 2. Should the goods be altered or mixed with or incorporated into any other products prior to any permitted on-sale then legal title to (but not the risk in) such altered or mixed goods or products shall thereupon pass to the Vendor and conditions 1 to 7 inclusive hereof shall apply mutatis mutandis in respect of such goods or products
 3. The risk in goods shall pass to the purchaser on delivery to the Carrier and the purchaser will be dully responsible for any loss or damage to the goods whatsoever and howsoever caused following delivery even though title to the goods may not have passed to the purchaser.
 4. The purchaser shall (at the purchasers cost) store the goods in such a way as clearly records that the goods remain in the property of the vendor
 5. The purchaser shall be at liberty to on-sell the goods in the ordinary course of the purchasers business upon the basis that the proceeds of the sale at all times be the property of the vendor the purchaser shall lodge the proceeds of the sale to a special account to be maintained by the purchaser for the purpose and shall pay directly to the vendor from such accounts such moneys as the vendor shall from time to time receive.
 6. The purchasers power of sale shall automatically cease if a receiver is appointed over any of the assets of the undertakings of the purchaser or if a winding up order is made against the purchaser or if the purchaser goes into voluntary liquidation or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.
 7. The vendor shall be entitled to enter upon any premises for the purpose of removing the goods from the premises for the purpose of resale or otherwise.
 8. The vendor shall be entitled to re-sell the goods if the purchaser has not cleared the goods into their possession within the free demurrage period relevant to their port of delivery.
- ### B. PRICE
9. We reserve the right at all times to alter prices without notice
 10. Any Change in pricing after placing an order will be to the Purchaser's account.
 11. All Pricing is a confidential contract between Vendor and purchaser, any disclosure of this information will be treatas a breach of contract and allow for immediate termination of any existing orders and/or shipments.

C. PAYMENT

12. Invoices are payable on or before the date set out under the payment terms on each issued invoice and set of documentation. Any invoice not paid in full by the due date may be charged with interest at a rate of 2% (above current overdraft rate) per month on the overdue portion.

D. VARIATION

13. Where the goods are produced specifically for the Purchaser the quantity supplied may be varied up or down by 10% from the quantity ordered.
14. Where the purchaser provides materials to be processed by the Vendor the insurance risk shall be carried by the purchaser and the vendor will take all due care but no responsibility for this material. The Vendor's liability will be restricted to any work carried out on the material.

E. TIME FOR DELIVERY

15. Time for delivery if stated is according to the best expectations of the Vendor but is not guaranteed nor is it a condition of the contract nor shall be the subject of any claim against the Vendor. The Purchaser shall not be relieved of any obligation to accept or pay for the goods by reason of any delay to delivery.

F. NON-WAIVER

16. Failure by the Vendor to insist upon strict performance of any terms and conditions herein or to exercise in whole or in part any right the Vendor may have, whether in general law or hereunder, shall not be deemed to be a waiver thereof or of any other rights the vendor may have, and shall not be or be deemed to be a waiver of any subsequent breach of any term of condition or right.

G. NOT A SALE BY DESCRIPTION

17. Any description of the goods contained in a contract is given by way of identification only and use of such description shall not constitute any contract as sale by description.

H. CLAIMS PROCESS

18. Claims for damaged or otherwise defected goods, goods lost in transit or shortage in quantity must be advised in writing via the Timber Barron Claims Form (Available on Request) & Process, within twenty-one (21) days of the receipt of the goods by the Buyer and an opportunity given to the seller to investigate any claim.
19. Goods will only be accepted for a credit where this has been authorised in writing by the seller.
20. All claims are to be made to the appropriate party, in instance of damage occurred during shipment all claims are to be placed directly with your local shipping agent.

I. ESCALATION

21. This offer is based on current rates for labour, freight, exchange, material cost and landing charges, any variation after the date of quotation will be adjusted at time of invoicing.

Signature: _____

Date: _____



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