

TRADELINK WOOD PRODUCT LTD - GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Definitions and interpretation

1.1 In these terms and conditions, unless the context otherwise requires, the following definitions shall apply:

1.2 **"Buyer"** means Tradelink Wood Products Limited. Unit 31 NW Works, 135 Salusbury Road London.NW6 6RJ or other such affiliated group entity whose details are set out in the Purchase Contract.

"Seller" means the seller whose details are set out in the Purchase Contract.

"Default" means any act, statement, omission breach of obligation (whether expressed or implied, condition or warranty) contained in, precedent or collateral to an Agreement, breach of duty under statute or at common law or negligence by or on the part of Seller in connection with or arising out of the subject matter of an Agreement in respect of which Seller is legally liable to the Buyer. Several defaults which together result in or contribute to substantially the same loss or damage shall be treated as one Default occurring on the date of the occurrence of the last such default.

"Delivery" means either of:

- (a) final delivery by Seller of Products to the Buyer or to any customers of the Buyer.
- (b) collection by the Buyer of Products from Seller.
- (c) Passing of title from the Seller and acceptance by the Buyer

"Products" means the products which Seller is to supply to the Buyer in accordance with these terms and conditions and the relevant Purchase Contract.

"Purchase Contract" means the individual contract between Seller and the Buyer.

1.3 In each agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
 - (i) any party includes its successors in title and permitted assigns;
 - (ii) a **"person"** includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
 - (iii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
- (c) the table of contents and headings are for convenience only and shall not affect the interpretation of the Agreement;

2. Sale of the Products

2.1 Seller shall sell and the Buyer shall purchase the Products specified in the Purchase Contract on the terms set out in the Purchase Contract and these terms and conditions.

2.2 The quantity, quality and description of the Products is as set out in the Purchase Contract.

3. Price of the Products

3.1 The price of the Products shall be the price set out in the Purchase Contract.

3.2 Seller reserves the right by giving notice to the Buyer at any time before delivery, to decrease the price of the Products to reflect any increase in the costs to Seller which is due to any factor beyond the control of Seller, any change in delivery dates, quantities or specifications for Products which is requested by the Buyer, or any delay caused by instructions of the Seller or failure of the Seller to give Buyer accurate information or instructions.

4. Payment terms

4.1 The payment terms in respect of the Products shall be the payment terms set out in the Purchase Contract. The time of payment shall be of the essence.

4.2 Remittances shall be made free of all exchange and/or other bank charges in funds specified and in location specified in Seller's invoice(s) and each party to pay their own bank charges.

5. Shipment and Delivery

5.1 Seller shall endeavour to ship and deliver the Products by the date quoted for Shipment and Delivery and the time for Shipment and Delivery will be of the essence unless previously agreed by Seller in writing.

5.2 The Products may be delivered by Seller in advance of the quoted date for Shipment/Delivery upon giving reasonable notice to the Buyer before arranging shipment.

5.3 Where the Products are to be delivered in instalments, each Delivery shall constitute a separate contract and failure by Seller to deliver any part in accordance with the Purchase Contract shall not entitle the Seller to treat the Purchase Contract as a whole as repudiated.

5.4 **Insurance.** Where the Seller is responsible for arranging insurance under the terms of sale (including CIF, CIP, DAP, or DDP), the Seller shall arrange marine cargo insurance at its expense for 110% of the invoice value, on terms no less comprehensive than ICC (A), including War and Strikes Clauses. Insurance must additionally cover the full transit to the named destination as well as any import taxes/tariffs and costs incurred to the Buyers chosen place of storage. Proof of insurance must be provided prior to or with shipping documents. If the Seller's insurance fails to respond or cover the loss, the Seller shall remain liable for the loss.

6. General Guarantee and Limitations

6.1 Seller's Products are guaranteed to be fit for purpose and of merchantable quality and conform to specification and tolerances set out in the Purchase Contract and/or as standard for the specified product.

6.2 Claims on all products must be made by inspection of the products delivered in original condition before further manufacturing in original packing.

7. Change in Export/Import Duty, Tariffs, Charges or Taxes

7.1 In the event of any change in export/import duty, tariffs, charges, or taxes, Buyers shall have the right to renegotiate such variations on the Products affected and in the absence of agreement, at its sole discretion, to cancel the contract and/or refuse to accept Delivery without liability.

8. Quantity Tolerances

8.1 Unless contrary to the import regulations of the receiving country, or unless loading exact volume is specified in the Purchase Contract, the described quantity may be increased or decreased by not more than ten % (per cent).

9. Risk and property

9.1 Risk of damage to or loss of the Products shall pass to the Buyer as per the Inco Terms in the Purchase Contract or if by other non-standard terms in the case of Products to be shipped or delivered to the Buyer, at the time when delivery is made by the Seller to the Buyer.

9.2 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Seller, but if the Buyer does so all monies owing by the Buyer to Seller shall (without prejudice to any other right or remedy of Seller) forthwith become due and payable.

9.3 The provisions set out in this clause shall be without prejudice to the obligation of the Buyer to purchase the Products.

10. Notification of Claims

10.1 Any claim which is based on any defect in the quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to Seller within two weeks from the date of delivery at the final place of storage at the Buyer or the Buyers customer.

11. Termination

11.1 Without prejudice to any right or remedy Buyer may have against the Seller for breach or non-performance of a Purchase Contract, Buyer shall have the right with immediate effect by notice in writing to the Seller to terminate each Purchase Contract on or at any time after the happening of any of the following events:

- (a) if the shipment is late;
- (b) upon the Buyer for any reason whatsoever being substantially prevented from performing or becoming unable to perform its obligations under a Purchase Contract.

12. Force Majeure

Buyer shall not be liable to the Seller or be deemed to be in breach of a Purchase Contract by reason of any delay in performing, or any failure to perform, any of Buyer's obligations in relation to the Products, if the delay or failure was due to any cause beyond Buyer's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Buyer's reasonable control:

- (a) Events beyond the reasonable control of Buyer, including natural disasters or similar, explosion, flood, tempest, disease, fire or accident;
- (b) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Seller or third parties);
- (c) war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (d) changes to import or export regulations, tariffs or embargos;
- (e) difficulties in obtaining shipping space;
- (f) power failure or breakdown in machinery.

13. General

13.1 Entire Agreement

The Purchase Contract and these terms and conditions set out the entire agreement and understanding between the parties in respect of the subject matter of the Purchase Contract.

13.2 The Buyer acknowledges that it has entered into the Purchase Contract in reliance only upon the representations, warranties and promises specifically contained or incorporated in writing in the Purchase Contract and, save as expressly set out herein, Seller shall have no liability in respect of any other representation, warranty or promise made prior to the Purchase Contract unless it was made fraudulently.

13.3 Assignment

The Purchase Contract and these terms and conditions shall be binding on and ensure for the benefit of the successors in title of the parties but shall not be assignable by any party without the prior written consent of the other.

13.4 Variation

No purported variation of the Purchase Contract and these terms and conditions shall be effective unless it is in writing and signed by or on behalf of each of the parties.

13.5 Confidentiality

Any information disclosed by Buyer to the Seller shall be confidential and the Seller shall not disclose it to any person without the written authority of Buyer.

13.6 Any notice to a party herein shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party by hand, be left at, or sent by prepaid first class post, prepaid recorded delivery, email to the address of the party as set out in the Purchase Contract or as otherwise notified in writing from time to time.

13.7 A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered by hand;
- (b) 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address; or
- (c) 2 hours after transmission if served by email on a business day prior to 3pm or in any other case at 10 am on the business day after the date of despatch.

If the deemed time of service is not during normal business hours in the country of receipt, the notice shall be deemed served at or, in the case of email, 2 hours after the opening of business on the next business day of that country.

13.8 A party shall not attempt to prevent or delay the service on it of a notice.

14. Governing Law and Jurisdiction

The Purchase Contract and these terms and conditions and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with them, their subject matter, performance, or formation shall be governed by and construed in accordance with English law. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of England for all purposes in relation to any dispute or claim (whether contractual or non-contractual) arising out of or in connection with the Purchase Contract and these terms and conditions, their subject matter, performance or formation.

The Seller shall when required by the Buyer to irrevocably appoint a Service Agent in England to receive service of all legal proceedings and processes on its behalf.

Valid on Purchase Contracts dated from 14th April 2025 onwards.