

PURCHASING TERMS & CONDITIONS - GOODS (BRONZE)

SUPPLIER'S ATTENTION IS IN PARTICULAR DRAWN TO CONDITIONS 3.3 & 4.

1. DEFINITIONS

1.1 In these Conditions the following terms have the following meanings:-

Conditions: these terms and conditions included in Conditions 1 to 8 hereof and any agreed variations thereof confirmed in writing by MLM to Supplier.

Contract: any contract or agreement in writing between MLM and Supplier for the sale and purchase of Goods, incorporating these Conditions.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Force Majeure Event: circumstances beyond a parties reasonable control which shall be limited to the following circumstances:- governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood and epidemic.

Goods: any goods agreed in the Contract to be bought by MLM from Supplier (including any part or parts of them).

IPR: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

MLM: MLM DISTRIBUTION LIMITED (company registration no. 3512598) whose registered office is situated at PO Box 3 Rippleway Wharf, River Road, Barking, Essex IG11 0DU, which trades as Montague L. Meyer, Anglo Welsh Timber Company and William T. Eden.

Order: MLM's written instruction to buy the Goods, incorporating these Conditions and made in accordance with Condition 3.2 below.

Order Placement: the Order and the Order Confirmation (as defined in Condition 2.2) that will form the Contract.

Price: the agreed price of the Goods detailed in the Order as the 'Total Order Value' and specified in the Order in accordance with Condition 3.2 below.

Supplier: the person(s), firm or company who accepts MLM's Order, as detailed in the Order.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 Words in the singular include the plural and in the plural include the singular. Words importing persons include firms, companies and corporations and vice versa.

1.4 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. FORMATION OF THE CONTRACT

2.1 These Conditions shall form the basis of the Contract between MLM and Supplier, and are the only terms and conditions on which MLM deals with Supplier. These Conditions, shall govern the Order Placement to the entire exclusion of all other terms and conditions and, notwithstanding anything to the contrary in Supplier's standard conditions of sale, these Conditions shall apply except so far as expressly agreed in writing by a person authorised to agree and sign on behalf of MLM.

2.2 Each Order by MLM shall be deemed to be an offer by MLM to purchase Goods subject to these Conditions, and no Order shall be accepted until Supplier either expressly by giving notice of his acceptance, or impliedly by fulfilling the Order in whole or in part, accepts the offer ("Order Confirmation").

2.3 These Conditions apply to all purchases of Goods from Supplier by MLM, and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a person authorised to agree and sign on behalf of MLM.

2.4 These Conditions shall be subject to any special conditions detailed on the Order by MLM ("Special Conditions"), and in the event of any conflict, or apparent conflict between the Special Conditions and these Conditions, the Special Conditions shall prevail over these Conditions.

2.5 MLM may terminate the use of these Conditions at any time by giving to Supplier not less than 30 days' prior notice in writing.

3. SUPPLY OF GOODS

3.1 These Conditions shall be deemed to have been accepted by Supplier at the earlier of either Supplier having signed acceptance of the Conditions or upon Order Confirmation.

3.2 These Conditions apply to every Order and each Order shall:-

3.2.1 specify the Goods that are to be supplied;

3.2.2 specify the Price of the Goods which are to be supplied, and unless otherwise agreed in writing by MLM the Price shall be exclusive of VAT but inclusive of all other charges and taxes, and no variation in the Price or extra charges will be payable by MLM;

3.2.3 specify the date for delivery of the Goods or if no such date is specified then delivery shall take place within 14 days of the Order, with time for delivery of the Goods in accordance with the dates specified in the Order being of the essence; and

3.2.4 specify the measurements and specifications of any Goods.

3.3 Supplier:-

3.3.1 shall co-operate with MLM in all matters relating to the Goods;

3.3.2 shall provide the Goods to MLM, in accordance with the Order and shall maintain sufficient stocks and allocate sufficient resources to the provision of the Goods to enable it to comply with this obligation;

3.3.3 shall comply with all statements and representations made by it, its employees or agents (relating to the Goods) prior to any Order Placement, and all such statements and representations made to MLM shall be included in the terms of the Contract;

3.3.4 shall, in the event of any claim against MLM in relation to the Goods, supply to MLM at Supplier's expense all reasonable information and assistance required by MLM in order to deal with the claim in the sole discretion of MLM;

3.3.5 agrees that MLM's rights under the Contract are in addition to the statutory conditions implied in favour of MLM by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 and any other statute;

3.3.6 warrants that the Goods will conform with all descriptions and specifications provided to MLM by Supplier and with the Special Conditions;

3.3.7 acknowledges and agrees that if it considers that MLM is not, or may not, be complying with any of its obligations, it shall only be entitled to rely on this as relieving Supplier's performance under the Contract:-

3.3.7.1 to the extent that it restricts or precludes delivery of the Goods by Supplier; and

3.3.7.2 if Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to MLM in writing;

3.3.8 shall maintain all relevant current test certificates in respect of any performance claims made for the Goods and these shall be available to MLM for inspection and copying (free of charge) at any time;

3.3.9 warrants that:-

3.3.9.1 the Goods are of satisfactory design, of satisfactory quality, material and workmanship, are without fault and conform in all respects with the Order and/or any samples of the Goods supplied to MLM and/or any further specifications (including the Special Conditions) supplied or advised by MLM to Supplier; and

3.3.9.2 the sale and use of the Goods by MLM will not infringe the rights (including but not limited to the IPR) of any third party;

3.3.10 shall at any time prior to delivery of the Goods to MLM, provide MLM with a right to inspect and test the Goods at all times, and Supplier shall promptly take such action as is necessary to ensure conformity with the Order following such inspection and/or testing. Notwithstanding any such inspection or testing, Supplier shall remain fully responsible for the Goods;

3.3.11 shall on MLM's request, supply MLM with all instructions, information and warnings necessary for the safe handling, storage and use of the Goods. Supplier undertakes to notify MLM immediately on it becoming aware of any health and safety hazards or issues or of any claim, whether actual or threatened, that the Goods are unsafe or do not comply with any relevant legislation; and

3.3.12 shall obtain, and at all times maintain thereafter, in relation to the Goods, all necessary licences and consents and ensure compliance in all respects with all relevant requirements of any statute or other instrument having the force of law when the Goods are delivered.

3.4 The provisions of Condition 3.3 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial goods provided by Supplier.

4. LIMITATION OF LIABILITY

4.1 Nothing in the Contract excludes or limits any party's liability:-

4.1.1 for death or personal injury resulting from negligence;

4.1.2 for any liability, which it would be illegal for either party to exclude or attempt to exclude (including but not limited to, any liability incurred by MLM as a result of any breach by Supplier of the clause as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982);

4.1.3 for any damage or liability incurred as a result of fraud or fraudulent misrepresentation by that party; or

4.1.4 for deliberate personal repudiatory breaches of the Contract.

4.2 Subject to the exception in Condition 4.1 above, Supplier's maximum aggregate liability

to MLM for direct losses or damages suffered (excluding for the avoidance of doubt any claims for loss of profit, loss of contracts or for any special, indirect or consequential loss or damage of any kind) for any single claim, excluding any liability to pay liquidated damages, shall not exceed the greater of 150% of the Price or the amount which Supplier's insurance company pays out in respect of MLM's claim.

4.3 Subject to the exception in Condition 4.1 above, MLM's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, in relation to any single claim (excluding any liability to pay the Price or interest thereon) shall be limited to a sum equivalent to the Price.

4.4 MLM will not be liable under the Contract for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

4.5 Supplier's liability is detailed within the Contract. It is Supplier's responsibility to arrange and maintain insurance for the Goods until risk passes to MLM in accordance with Condition 5.7, and to insure against any other risk that Supplier thinks they need protection against.

4.6 Nothing in this Condition 4 shall affect MLM's right to terminate the Contract in accordance with its terms.

5. DELIVERY & PAYMENT

5.1 All Goods shall be delivered, carriage paid, to MLM's place of business or to such other place of delivery as is agreed by MLM in writing prior to delivery of the Goods and Supplier shall off-load the Goods at its own risk as directed by MLM.

5.2 Supplier shall invoice MLM after delivery of the Goods to MLM and the invoice shall be exclusive of VAT, which Supplier shall add to its invoices at the appropriate rate at that time. MLM shall pay each invoice that is properly due and submitted to it by Supplier, within the number of days for settlement agreed by MLM in writing or, if none have been agreed, within 28 days following the end of the month in which all of the Goods were delivered, provided that MLM has accepted the Goods.

5.3 If MLM fails to pay any amount payable by it under the Contract, Supplier may charge MLM interest on the overdue amount from the due date up to the date of actual payment, at the rate of 2% per annum above the base rate for the time being of Barclays Bank Plc.

5.4 Unless otherwise stipulated by MLM in the Order, deliveries shall only be accepted by MLM between the business hours of 9.00am and 5.00pm on a working day.

5.5 MLM will not be deemed to have accepted the Goods until it has had a reasonable period of time to inspect them following delivery. MLM shall be entitled to avail itself of any one or more of the remedies, at its discretion, detailed under Condition 7 for defective Goods where the defects appear within 6 months from the date of delivery. A signature given on behalf of MLM in respect of the provision of the Goods is not evidence that the Goods have been delivered in good condition, fit for their intended use or of the correct quality or specification. It is agreed that MLM may exercise the rights of rejection set out in the Contract, notwithstanding any provision in sections 11, 35 or 35A of the Sale of Goods Act 1979.

5.6 Any repaired or replaced Goods shall be redelivered by Supplier free of charge to the original point of delivery but otherwise in accordance with and subject to these Conditions save that the period of 6 months referred to in Condition 5.5 shall be replaced by the unexpired portion of that period only.

5.7 Unless otherwise agreed in writing by the parties, the Goods shall remain at the risk of Supplier until delivery to MLM is complete (including off-loading and stacking) when risk in the Goods shall pass to MLM. Title and ownership of the Goods shall pass to MLM once payment has been made for the relevant Goods.

5.8 On delivery of the Goods, MLM shall have the right to resell or use the Goods, notwithstanding that payment for the Goods has not been made to Supplier.

5.9 Where Supplier is not the manufacturer of the Goods, Supplier shall endeavour to transfer to MLM the benefits of any warranty or guarantee given to Supplier and will supply to MLM details of the terms and conditions of such warranty or guarantee and copies of any other relevant information.

6. TERMINATION

6.1 A party shall be entitled forthwith to terminate the Contract by written notice to the other, if:-

6.1.1 the other party fails to make any payment in accordance with the Contract and remains in default not less than 7 days after being notified in writing to make such payment; or

6.1.2 the other party commits any other material breach of the Contract; or

6.1.3 any distress or execution shall be levied upon any of the other party's goods; or

6.1.4 the other party offers to make any arrangement or commences negotiations with all or any class of its creditors with a view to rescinding any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or

6.1.5 any bankruptcy petition is presented against the other party; or

6.1.6 the other party suspends, or threatens to suspend, payment of its debts or the other party is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

6.1.7 the other party (being a limited company) has any resolution or petition for or in connection with its winding up (other than for the purpose of amalgamation or reconstruction without insolvency) passed, presented or filed or a notice is given or an order is made in respect of the same, or if a receiver or manager shall be appointed over the whole or any part of the other party's business or assets; or

6.1.8 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or

6.1.9 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

6.1.10 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

6.1.11 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

6.1.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 6.1.1 to Condition 6.1.11 (inclusive); or

6.1.13 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business or trade; or

6.1.14 there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

6.2 All rights to terminate the Contract shall be without prejudice to the other rights of the parties.

6.3 On termination of the Contract, for any reason, neither party shall (subject to the accrued rights of either party in respect of the Contract) have any further obligation under the Contract to the other, except for the provisions of these Conditions which expressly (including but not limited to Conditions 3.3, 4, 5.5, 7, 8.4, 8.9, 8.13, 8.14 and 8.15) or impliedly have effect after termination and will continue to have effect notwithstanding termination.

6.4 On termination of the Contract, for whatever reason, all monies or sums payable from Supplier to MLM under the Contract shall be due and payable within 14 working days from the date of termination.

6.5 On termination, MLM may enter Supplier's premises and take possession of any items, which should have been returned to it. Until they have been returned or repossessed, Supplier shall be solely responsible for their safe keeping.

7. REMEDIES

7.1 Without prejudice to any other right or remedy which MLM may have, if any Goods are not supplied in accordance with, or Supplier fails to comply with, any of the terms of the Contract or Supplier fails to deliver the Goods in accordance with the dates specified in the Order, MLM shall be entitled to avail itself of any one or more of the following remedies, at its discretion, (whether or not any part of the Goods have been accepted by or provided to MLM):-

7.1.1 to rescind the Order;

7.1.2 terminate the Contract in whole or in part without liability to Supplier;

7.1.3 to reject the Goods (in whole or in part) and return them to Supplier at the risk and cost of Supplier on the basis that a full refund for the Goods so returned shall be paid within 14 days by Supplier or in the event that payment has not been made to Supplier, MLM shall not be required to pay the Price;

7.1.4 to give Supplier the opportunity at Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled within 14 days, unless specifically agreed otherwise by the parties in writing;

7.1.5 to refuse to accept any deliveries of the Goods which Supplier attempts to make but without any liability to Supplier;

7.1.6 to carry out, at Supplier's expense, any work necessary to make the Goods comply with the Contract, and to claim such damages as may have been sustained in consequence of Supplier's breach or breaches of the Contract;

7.1.7 purchase substitute Goods from elsewhere and recover from Supplier any expenditure

reasonably incurred by MLM in obtaining the same in substitution from another supplier;

7.1.8 hold Supplier accountable for any loss and additional costs or expenses (including legal costs and expenses on a full indemnity basis) incurred by MLM which are in any way attributable to Supplier's failure or breach; and

7.1.9 have all sums previously paid by MLM to Supplier under the Contract refunded by Supplier.

8. GENERAL

8.1 Supplier shall not be entitled to assign, transfer, sub-contract, charge, mortgage or deal in any other manner with all or any of its rights or obligations under the Contract or any part of it without the prior written consent of MLM, such consent not to be unreasonably withheld. MLM may assign, transfer, sub-contract, charge, mortgage or deal in any other manner with all or any of its rights or obligations under the Contract or any part of it to or with any person, firm or company.

8.2 Nothing in the Contract shall create any partnership, joint venture or relationship of principal and agent between the parties.

8.3 Subject to Conditions 2.2, 2.4 and 3.3.3, the Contract contains the entire agreement between the parties in respect to its subject matter and supersedes all previous agreements and understandings between the parties in respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties and each party agrees that it enters into the Contract without relying on any representation, warranty or other provision except as expressly provided or incorporated in the Contract. Nothing in this Condition shall limit or exclude any liability for fraud.

8.4 The Contract and the Conditions and any dispute or claim arising out of or in connection with them is subject to the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

8.5 A party, provided that it has complied with the provisions of Condition 8.7, shall not be in breach of the Contract, nor liable for any failure or delay in performance of any obligations under the Contract (and, subject to Condition 8.8, the time for performance of the obligations shall be extended accordingly) arising from a Force Majeure Event.

8.6 The corresponding obligations of the other party will be suspended to the same extent as those of the party first affected by the Force Majeure Event.

8.7 Any party that is subject to a Force Majeure Event ("Impacted Party") shall not be in breach of the Contract provided that:-

8.7.1 it promptly, and in any event within 24 hours of the Impacted Party becoming aware of the Force Majeure Event, notifies the other party ("Notified Party") in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

8.7.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

8.7.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

8.8 The Notified Party may at anytime within 14 days of becoming aware of the Force Majeure Event, unless both parties can agree in writing a mutually agreeable alternative within that time period, immediately terminate the Contract by giving written notice to the Impacted Party, such notice to be effective on dispatch by the Notified Party. On dispatch of such notice, the Contract will be immediately terminate. Such termination shall be without prejudice to Conditions 6, 8.13 and the rights of the parties in respect of any breach of the Contract occurring prior to such termination, always provided that:-

8.8.1 MLM will not be required to pay the Price; and

8.8.2 MLM shall be entitled to reject the Goods (in whole or in part) and return them to Supplier at the risk and cost of Supplier provided that, in the event of rejection of part of the Goods, MLM shall pay Supplier a proportionate part of the Price which, in the reasonable opinion of MLM, represents that part of the Goods retained by MLM.

8.9 If any provision of the Contract or these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and these Conditions and the remainder of such provision (with the minimum modification necessary to make it legal, valid, enforceable or reasonable) shall continue in full force and effect.

8.10 Failure or delay by MLM in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract, and any waiver by MLM of any breach of, or any default under, any provision of the Contract by Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

8.11 The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

8.12 Any notice under or in connection with the Contract shall be in writing and shall be transmitted by fax, served by first class post or by hand on the party or sent by recorded delivery at or to the address of the party set out in the Contract or at or to such other address as may be subsequently notified by one party to the other. A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax to the fax number of the relevant party shall be deemed to have been received at the time of transmission.

8.13 Each party shall hold as confidential and shall not disclose to any third party (except permitted officers, agents or employees accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the obligations of that party hereunder) all information and details given by the other party in connection with the Contract, or which become known to the other party through its performance of the Contract (including but not limited to all Documents, data, materials, technical or commercial know-how, specifications, inventions, IPR, processes or initiatives of the other party). Such information and materials (excluding the Goods) shall upon termination of the Contract for any reason, be returned to the other party. This Condition excludes any information and materials, which the other party is required to disclose by any court of competent jurisdiction.

8.14 In the event of insolvency (which for the purpose of this Condition 8.14 includes any of the events under Conditions 6.1.3 to 6.1.13) of a party to this Contract, the other party shall be entitled to deduct from any monies due or to become due to the insolvent party any sums due from the insolvent party.

8.15 Supplier shall, promptly at MLM's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as MLM may from time to time require for the purpose of securing for MLM the full benefit of the Contract.

January 2010

(Goods (Bronze))