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ROWEBB LIMITED
CONDITIONS OF CONTRACT (SALE)

1. GENERAL

1.1 The "Company" referred to in the following conditions means Rowebb Limited (Company No.173218). The "Buyer" means the person, firm or Company contracting with the Company.

1.2 All quotations are made and orders are accepted subject to the following Conditions. All other Conditions contained in any order or otherwise are excluded from the contract or any variation thereof unless expressly accepted by the company in writing.

1.3 In these Conditions "Goods" shall mean materials, or any part thereof including crates, pallets and other packing materials and any articles which the buyer agrees to buy from the Company.

1.4 No contract is deemed to come into existence unless or until the Buyers order to supply the materials specified in a quotation is accepted by the Company and this is without prejudice to the Company's whole rights at common law in the event of the Company's seeking to claim that a contract has come into existence without written acceptance.

2. VALIDITY

All quotations are valid for a period of sixty days from the date therein unless expressly stated to be valid for a shorter or longer period and if longer thereafter will be subject to confirmation before acceptance of order.

3. TERMS OF PAYMENT

3.1 Payment of the price and any Value Added Tax in respect of goods supplied are due for payment by the Buyer on or before the last day of the month following that of delivery, although at all times and notwithstanding the forgoing the Company reserves the right to demand immediate payment prior to supply of the goods or to call for payment by installments comprising interim progress payments and a final payment in accordance with schedules previously agreed with the Buyer.

3.2 Time for payment shall be of the essence of the contract and the Company shall be entitled to charge interest on all overdue accounts at the rate of four per centum above the base lending rate of the Bank of Scotland from time to time being in force calculated from the due date of payment on a daily basis until the payment therefore has been made in full.

3.3 No dispute arising as to the quality of the goods or defects or omissions shall entitle the Buyer to delay payment unless the Company shall agree liability thereon in an agreed sum or shall have been found liable by a Court of competent jurisdiction.

4. PRICES

4.1 All prices are exclusive of Value Added Tax unless otherwise stated.

4.2 All prices quoted for goods are subject to fluctuation in the cost of labour, materials, transport, overheads, currency exchange rates, taxation, government orders and regulations, whether new or existing or other like factors outwith the Company's reasonable control and any increase in such costs after the date of quotation and up to the date of delivery will be added to the contract price.

4.3 The Company reserves the right to make an additional charge in respect of variations requested by the Buyer to the terms and specifications of the goods ordered and if these are to be delivered outwith normal working hours.

4.4 If the Company agrees expressly with the Buyer, any goods returned to stock shall be subject to a minimum handling charge of 15% over the invoice value plus any carriage or other costs incurred which will be deducted from the amount to be credited.

4.5 All crates and pallets and other packaging materials are charged to the Buyer as extra (unless otherwise previously stated)

5. RISK AND TITLE

5.1 Risk shall pass to the Buyer when the goods or any part thereof leave the Company's premises for delivery to the Buyer (whether or not they are delivered by the Company or uplifted by the Buyer).

5.2 Notwithstanding delivery and the passing of risk in the goods or any of the provision of these conditions the property and the goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full or the price (plus VAT) of the goods and all other goods or items agreed to be sold by the Company to the Buyer in respect of which the Buyer is indebted to the Company whether or not payment is then due as a result of any period of credit having been agreed. Until such time as the property in the goods passes to the Buyer, the Company shall be entitled at any time to require the Buyer to deliver up the goods to the Company and, if the Buyer fails to do so forthwith, the Company shall be entitled to enter upon the premises of the Buyer or any third party where the goods are stored and to repossess the goods.

5.3 The Buyer shall not be at liberty to sell the goods purchased from the Company prior to the passing of title to the goods. If the Buyer does sell the goods then the Buyer will hold on trust for the Company so much of the proceeds of sale received by the Company under contracts which include any of the goods sold either in their original or altered state as necessary to discharge payment in full to the Company.

5.4 The Company shall remain entitled to full recovery of any sums outstanding in respect of the goods not withstanding that the Company retains ownership of them.

6. DELIVERY AND DELAY

6.1 Delivery of the goods shall be made by the Buyer collecting the goods from the Company's premises. If some other place for delivery is agreed by the Company delivery shall be made by the Company delivering the goods to the nearest point to the road which is suitable in the opinion of the Company's driver. The unloading of goods without undue delay is the responsibility of the Buyer unless off loading by crane or lorry had been contracted for.

6.2 Time for delivery and performance is given in good faith as accurately as possible but is not to be of the essence of the contract. The Buyer shall have no right to damages or to impose penalties or to cancel their order for delay from any cause unless agreed by the Company in writing.

6.3 If some other place for delivery is agreed by the Company, the Company will endeavour to comply with reasonable requests by the Buyer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company, the Buyer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Company shall be entitled to invoice the goods in accordance with these conditions.

6.4 If deliveries are required over a period extending over 14 days each consignment shall be considered as a separate transaction and the Company is entitled to invoice each separately.

7. DAMAGE IN TRANSIT, NON-RECEIPT AND RETURNED GOODS

7.1 Notice of any claim arising out of or in connection with this contract must be given in writing to the Company within seven working days from the date when the goods are collected or delivered, failing which all claims (other than claims arising out of or in connection with defects not discoverable upon reasonable examination of the goods) shall be deemed to be waived and the Buyer shall have no claims whatsoever in respect thereof. The Buyer shall be deemed to have examined the goods and materials upon delivery or uplift.

7.2 The Company shall not be liable for claims in respect of shortage or damage in transit or for deviation, misdelivery , delay or detention, unless the Company and the carrier is notified in writing within three days of delivery or in the case of non-delivery, notice in writing is given in respect thereof within fourteen days of the date of notice of dispatch of the goods from the Company. In the absence of written notice the goods will be deemed to have been received in the correct quantity and free of defects which would have been apparent on inspection.

7.3 The Company shall be under no liability whatsoever to the Buyer if bulk is broken pending settlement of any claim or where the goods collected and delivered include plywood or particle board, if the marked battens on the packages (if any) are not produced with the goods for inspection by the Company.

8 CANCELLATION

Cancellation will only be accepted by the Company if the goods are standard stock items held by the Company (the same to be certified by the Company) or otherwise on the condition that the cost and expenses and the loss of profits and other loss or damage sustained by the Company shall (as to which in the absence of agreement between the parties a Certificate of the Auditor of the Company shall be conclusive) will be reimbursed by the Buyer to the Company forthwith.

9. LIABILITY

9.1 The goods are not tested prior to delivery to or uplift by the Buyer or sold as fit for any particular purpose. The goods supplied by the Company can in turn be used for a variety of purposes and it shall be the responsibility of the Buyer to satisfy itself that the goods are suitable for the purpose, which the Buyer wishes to use them. Any term warranty or condition expressly implied or statutory to the contrary is excluded insofar as it can be excluded as a matter of law.

9.2 Save where the Company has shown to have failed to exercise the standard of care which they are required to exercise as a matter of law, the Company shall not be liable in any circumstances in respect of the death or personal injury and under no circumstances whatsoever shall the Company be liable for consequential loss, loss of profits or damage to property.

9.3 In no circumstances whatsoever shall the Company's liability (in contract delict or otherwise) to the Buyer arising out of or in connection with the contract or the goods supplied hereunder exceed the invoice price of the particular goods concerned. Any liability for loss or damage or delay howsoever arising cause by circumstances outwith the Company's control is excluded.

9.4 Where the Buyer has been shown a sample of goods, the Company does not undertake that the bulk shall correspond with the sample exactly in colour, dimensions or quality.

9.5 In the event that any terms are expressed or implied with regard to the quality of the goods supplied by the Company, in the event that the Company is deemed to have breached such warranties, the Buyer shall not be entitled to terminate the contract to purchase the goods, the Company's liability being limited to the supply of alternative goods of the quality which the Company is deemed to have warranted and the Buyer shall be obliged to pay for such goods in terms of these Conditions of Contract.

9.6 In the event that the Buyer is unable to return the goods in the event of any claim relating to such goods, without prejudice to any other provisions of these Conditions of Contract the Buyer shall be under an obligation at all times to minimise any losses which they suffer as a result of any third party claim against the Buyer and shall be obliged to give the Company every opportunity (where the Company admits liability) to and the Company shall give the option to remedy any defects caused as a result of any admitted defect in the goods supplied or to supply satisfactory goods . In the event that the Buyer fails to accept the remedy of such defects or accept such substitute goods where the Company admits such liability, the Buyer shall be deemed to have waived any claims against the Company in respect thereof and the Company shall have no liability in respect of any loss or damage arising from the initial delivery of the defective goods or from the delay before the defective goods are repaired or the substitute goods delivered.

9.7 If to the extent that any person by whom the Company has been supplied with the goods supplied hereunder (herein after referred to as "the Supplier") validity excludes, restricts or limits its liability to the Company in respect of said goods or any loss or damage arising from any liability of the Company to the Buyer in connection with the said goods, then the liability of the Company to the Buyer in respect of said goods shall be correspondingly excluded restricted or limited to the extent to which the Supplier is liable to the Company in respect of the Company's liability to the Buyer and no further. Any term, warranty or condition expressly implied or statutory to the contrary insofar as can be excluded, is excluded. The Company will upon request supply the Buyer with any details of any such exclusion, restriction or limitation by the Supplier.

10. FORCE MAJEURE

The Company shall be under no liability for any delay, loss or damage caused wholly or in part by an Act of God, governmental restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involved the Company, Company's servants or not by reason of any other act, matter or thing beyond the reasonable control of the Company and without prejudice to the foregoing generality the Company will not be responsible for any delays in deliveries or suspension of deliveries caused by strikes, lockout, war, fire, breakdown or plant and machinery or any other cause beyond its control.

11. LAW AND JURISDICTION

The Contract shall be governed and construed in all respect in accordance with the laws of Scotland and shall, unless the Company otherwise determines, be subject only to the jurisdiction of the Scottish Courts.

12. RIGHT OF SET-OFF (AND COUNTER CLAIMS)

No right of set-off shall exist in respect of any claims by the Buyer against the Company and the Buyer shall not withhold all or any part of any payment which has become due to the Company for work done for any reason whatsoever.

13. ASSIGNATION BY THE BUYER

The Buyer shall not make any composition or arrangement with or assignation for the benefit of his creditors in respect of the goods without the Company agreement in writing beforehand.

14. TERMINATION

The Company shall be entitled to terminate the Contract by written notice to the Buyer in the event that:-

14.1 The Buyer commits any material breach of any of the provisions of this contract and the case of a breach which is capable of remedy fails to remedy it within twenty one days of receipt of the written notice requiring it to be remedied; or

14.2 The Buyer (being an individual or firm) becomes apparently insolvent or is sequestrated or (being a Company) enters into liquidation whether voluntary or compulsory (same from amalgamation or the re-construction of a solvent Company) or has a Receiver appointed; administration order made in relation to it, entered into an arrangement or composition for the benefit of its creditors or ceases or threatens to cease to carry on business or suffers any diligence to be levied on its goods.

15. GENERAL

15.1 Waiver by the Company of any breach of the Contract by the Buyer shall not be considered as a waiver of any such subsequent breach of the same or any other provisions.

15.2 Any provision of these conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

15.3 Any typographical, clerical or other error or omission in any sales literature, quotation price list, acceptance of offer, invoices or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

15.4 The Company's employees or sub-contractors are not authorised to make any representations concerning the goods unless confirmed by the Company in writing. In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claims for breach of any representations which are not so confirmed.

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