



Our values

JAMES DONALDSON TIMBER LTD.

TIMBER IMPORTERS AND SAWMILLERS

MDF MOULDINGS • PANEL PRODUCTS

Head Office - Leven Branch

Elm Park Sawmills,
Leven,
Fife KY8 4PS
Tel: (01333) 422222
Fax: (01333) 429469
Email: elmpark@donaldson-timber.co.uk

Chorley Branch

North East Avenue,
Brinscall, Chorley,
Lancashire PR6 8RR
Tel: (01254) 833500
Fax: (01254) 833501
Email: chorley@donaldson-timber.co.uk

CREDIT ACCOUNT Application Form

Instructions for completing this form

- To be completed by persons who are the owners/directors/members/partners of the business applying for credit
- Please read ALL sections of this form BEFORE starting to fill it in
- You are verifying the creditworthiness of your business in seeking an JDT credit account. JDT therefore insist that directors and/or members of limited companies and limited liability partnerships (as the case may be) personally, jointly and severally guarantee the obligations of their businesses - see the signature box in Part A, Page 2 and condition 13 of the JDT Conditions of Sale in Part B, Page 4.

The application comprises the following parts:

Part A: Credit Account Application

Part B: JDT Conditions of Sale



www.don-timber.co.uk

YOUR BUSINESS DETAILS

Trading Name	Phone
.....	Fax
Address	Website
.....	Turnover £
..... Postcode	Trading Style (please tick)
Email	<input type="checkbox"/> Sole Trader <input type="checkbox"/> LLP
Previous address (if less than 2 years at present address)	<input type="checkbox"/> Partnership <input type="checkbox"/> Limited Company
.....	<input type="checkbox"/> Other
..... Postcode	Company Registration No.
Payment contact name	

JAMES DONALDSON TIMBER LTD. Respecting your privacy - Our full privacy policy can be viewed at www.jamesdonaldsongroup.co.uk/privacy

We provide e-invoicing and would appreciate if you could provide an email address for us to send Invoices & Statements to:

.....

CREDIT GUARANTEE

Credit Guarantee: In consideration of James Donaldson Timber Ltd ("JDT") granting credit facilities to the business applying for credit ("the Applicant"), I/we the undersigned personally, jointly and severally, unconditionally and irrevocably (until all sums due to JDT by the Applicant have been paid) (a) guarantee the payment of all sums due to JDT by the Applicant; (b) indemnify and hold harmless JDT in respect of any losses sustained by JDT as a result of trading with the Applicant; and (c) agree that the foregoing guarantee and indemnity shall not be discharged or affected by (i) anything that would not have discharged or affected me/us if I/we had been a principal debtor instead of a guarantor; (ii) any waiver, failure to enforce or giving of time by JDT; or (iii) any increase in the credit limit extended to the Applicant.

Application for Credit/Acceptance of Conditions of Sale: I/we confirm I/we have the necessary authority to make this application for credit, hereby apply for a credit account with JDT and accept that (1) it is an essential condition of the grant of credit that payment is due no later than the last working day of the month following the month in which the Goods are delivered or deemed to have been delivered (unless otherwise agreed in writing) and (2) the conditions printed in this Application Form including the Conditions of Sale printed in Part B, including but not limited to condition 13 of those Conditions, will apply to all supplies of goods by JDT, whether by way of sale or otherwise.

Signature
Date
Print Name
Position

Credit Limit Required Main branch with which you intend to trade

NAMES AND ADDRESSES OF TWO TRADE REFERENCES (Please put the full address and postcode)

Name	Name
Credit Limit £	Credit Limit £
Address	Address
.....
.....
Postcode	Postcode
Telephone	Telephone
E-mail	E-mail

In these conditions of sale the following words shall have the following meanings:

'Donaldsons' shall mean James Donaldson & Sons Ltd.; James Donaldson Timber Ltd., or any subsidiary company of James Donaldson & Sons Ltd. from time to time, all being companies registered under the Companies Acts and having their registered offices at Donaldson House, Saltire Centre, Pentland Park, Glenrothes, Fife, KY6 2AG.

'You' shall mean the person, firm or company seeking to purchase the Goods from Donaldsons. 'Goods' shall mean the products, services or things offered for sale by Donaldsons (including goods or materials which have been fixed to, or form part of, any building or other structure). 'Contract' means the Contract for sale and purchase of the Goods made between you and Donaldsons to which these Conditions apply, and every order issued by you and accepted by Donaldsons shall constitute a separate Contract.

1 GENERAL

- 1.1 The following conditions shall govern all sales agreed or made by Donaldsons in preference to and to the exclusion of all other terms and conditions in any other document or other communication (including without prejudice to the foregoing generality any Order Form) used by you in connection with the Contract with Donaldsons.
- 1.2 If you are a consumer (within the meaning of the Unfair Contract Terms Act 1977) you are bound by these conditions only in so far as they are consistent with your statutory rights.
- 1.3 These conditions can only be changed where the change is in writing and signed by a Director of Donaldsons.
- 1.4 Quotations issued by Donaldsons may be withdrawn at any time.
- 1.5 Any verbal offer to purchase Goods must be confirmed in writing as soon as practicable and must be clearly marked "Confirmation of verbal order". All orders will be subject to these terms.
- 1.6 Donaldsons has the right to subcontract any order or part thereof without prior intimation to you or your consent
- 1.7 If any provision of these conditions is held by a competent authority to be invalid or unenforceable in whole or in part, the other provisions of these conditions and the remainder of the provisions in question shall remain in place.

2 OWNERSHIP AND RISK

- 2.1 Ownership in the Goods shall not pass to you until you have paid to Donaldsons any sums due to them whether under this Contract or another Contract. If you sell the goods to a third party while you do not have ownership in the Goods due to the terms of this clause, you will hold the proceeds of such sale in trust for Donaldsons, and such proceeds, including insurance proceeds, shall not be held with other monies or paid into an overdrawn bank account, and shall at all times be identifiable as Donaldsons monies.
- 2.2 Donaldsons may at its sole discretion, and at any time by notice in writing to you, transfer the ownership in the Goods to you.
- 2.3 At any time prior to title to the ownership passing to you, Donaldsons shall be entitled to enter your premises, premises under your control, premises to which you have right of access or premises where you are working, for the purposes of inspection, repossession and removal of the Goods. Until such time as ownership passes, you shall keep the Goods in good and substantial repair and condition and separate and identifiable for such purposes.
- 2.4 FOR THE AVOIDANCE OF ANY DOUBT, at any time prior to ownership to the Goods passing to you but only (a) if you are in default of your obligations under this Contract or (b) if you have a Trustee, Liquidator, Receiver or Administrator appointed, or you propose or have proposed that any of the same be appointed, or (c) you have any diligence or the like carried out against you, or (d) you cease to pay your debts timeously, Donaldsons shall be entitled to recover the Goods from you.
- 2.5 Nothing in this contract shall make you the agent of Donaldsons for the purposes of sale of the Goods.
- 2.6 Though ownership in the Goods may not have passed to you, as provided above, the Goods shall be at your risk when they are delivered or when you are advised that they are available for collection.

3 DELIVERY

- 3.1 Donaldsons will make every reasonable effort to ensure that the Contract is carried out with all reasonable despatch, but unless otherwise expressly agreed in writing, delivery dates which are stated by Donaldsons in the quotation or acceptance of order are approximate only and are given for guidance and have no contractual effect. Time is not of the essence of this Contract so far as regards date of delivery. Donaldsons shall not be under any liability to you in respect of any delay in delivery or in respect of non-delivery of the Goods irrespective of the cause of such delay or non-delivery (including negligence of Donaldsons, its agents or servants). You shall not be entitled to treat any such delay or non-delivery as a repudiation of this Contract by Donaldsons or as giving rise to any right to cancel this Contract.
- 3.2 Donaldsons reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.
- 3.3 Notice of any claim arising out of or in connection with this Contract must be given in writing to Donaldsons within 7 working days from the date when the Goods were 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 absolutely barred. In any event, Donaldsons shall be under no liability for shortage or damage in transit or deviation, mis-delivery, delay or detention unless Donaldsons and the Carrier are advised thereof in writing (otherwise than upon a consignment note or delivery document) within 3 days and a claim is made on Donaldsons and the Carrier in writing within 7 days after the termination of transit as defined under the current conditions of carriage of the Road Haulage Association. Donaldsons shall be under no liability whatsoever if bulk is broken pending settlement of any claim, or if the wrapping of the packages (if any) are not produced with the Goods for inspection by Donaldsons.
- 3.4 Unless expressly stated otherwise, prices only cover delivery by the methods and to the location stated overleaf, provided said locations are situated in the United Kingdom of Great Britain and Northern Ireland and are on normal working days and during normal working hours. All deliveries made, or work done at your request by methods or to locations other than those stated overleaf, or outwith normal working hours, or outwith normal working days will be subject to an extra charge by Donaldsons. Delivery will normally be by road transport to the nearest hard metalled road surface suitable for vehicular access to the address stated on your Order and subject to Haulage Contractor's Conditions. Donaldsons shall be the sole judge as to the suitability of the roads and to the location of the nearest point of vehicular access. You shall give reasonable assistance with the unloading of materials.
- 3.5 No allowance for carriage will be made by Donaldsons for Goods collected by you from Donaldson's premises. Goods may be collected by prior arrangement with Donaldsons, and if so agreed, you shall collect the Goods (a) within 14 days from the agreed collection date, or (b) the date notified that they are available for collection, or (c) the date of this Contract, whichever is the later. Thereafter, you will incur storage charges at Donaldsons current rates.
- 3.6 When you collect the Goods, your vehicle shall be equipped with sufficient skids to enable loading by forklift truck. You shall be solely responsible for the size, weight and positioning of any load to your vehicle, and shall fully indemnify Donaldsons for any claims or actions arising therefrom.
- 3.7 Where Donaldsons agreed to deliver the Goods, you shall be entirely responsible for the prompt unloading of the Goods and the provision of suitable labour and equipment.
- 3.8 Unless otherwise specified, packing cases and packing materials will be charged as extra, but credit will be given on return in good condition, to Donaldsons premises, carriage paid. Donaldsons will use their best endeavours to ensure, where necessary, the suitability of packing before despatch, but no claims will be accepted by Donaldsons for breakage or damage in transit, on the grounds of alleged unsuitability of packing.
- 3.9 In the event of you being in default of any of your obligations to Donaldsons or in the event of you committing or suffering an act which is (in the reasonable opinion of Donaldsons) an act of insolvency, Donaldsons shall be entitled (at its sole option) to postpone or cancel the delivery of any Goods yet to be delivered to you.

4 WARRANTY

- 4.1 In the case of Goods supplied with advertised stress capacities, they are warranted to possess such capacity, otherwise Goods are not tested or sold as fit for any particular purpose, and any term, warranty or condition (express implied or statutory) to the contrary is excluded.
- 4.2 Subject to clause 7, you acknowledge that you do not rely on Donaldsons skill or judgement with regard to the Goods.
- 4.3 All terms, express or implied, relating to the quality of the Goods are warranties only, the breach of which gives no right to reject or terminate the Contract in any circumstances whatsoever.
- 4.4 Where samples are submitted, these are normally drawn from bulk and are meant to be representative of the whole but absolutely no guarantee is given that each and every item will be the same in all material respects and, in particular, no guarantee is given as to colour.

5 DEFECTS

- 5.1 Donaldsons warrants the goods against defects in materials or workmanship for a period of 30 days from the date of delivery to the Buyer. Donaldsons obligations under the warranty are limited to repair, replacement on an exchange basis or refunding the cost of the goods or of those parts of the goods which are defective, at Donaldsons' option.
- 5.2 The above warranty is given in lieu of and replaces, excludes and extinguishes all and every condition warranty term or representation as to quality, fitness for purpose, merchantability, delivery or otherwise which may be applied or imposed by statute, common law, trade usage or by any other means.

- 5.3 Notice of any claim arising out of or in connection with this contract must be given in writing to Donaldsons within 7 working days from the date when the goods were 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 absolutely barred. In any event Donaldsons shall be under no liability for shortage or damage in transit or deviation, mis-delivery, delay or detention, unless Donaldsons and the carrier are advised thereof in writing (otherwise than upon a consignment note or delivery document) within 3 days and a claim is made on Donaldsons and the carrier within 7 days after the termination of transit as defined under the current condition of carriage of the Road Haulage Association. Donaldsons must be given an immediate opportunity to inspect the goods failing which all claims shall be deemed to be absolutely barred. Donaldsons shall have no liability if bulk is broken pending settlement of any claim or if the goods cannot be clearly identified as goods supplied by Donaldsons.
- 5.4 Donaldsons shall not be liable to repair, replace or make good any loss in respect of defects caused by incorrect handling, machining, installation, storage, treatment or use by the Buyer or any third party or by normal wear and tear.

6 LIABILITY

- 6.1 Subject to clause 6.2, Donaldsons total liability to you in contract, delict or otherwise in respect of any breach or non-performance of Donaldsons obligations under the Contract or any defaults, act, omission or statement of Donaldsons, its employees, agents or sub-contractors in connection with, or in relation to, the subject matter of the Contract shall in no circumstances exceed the Contract price of the Goods.
- 6.2 This limit shall not apply to any liability of Donaldsons for death or personal injury to the extent that it results from any proven negligence of Donaldsons or from any breach by Donaldsons of any undertaking as to title, quiet possession and freedom from encumbrance which may be implied by the Sale of Goods Act 1979. This provision shall not confer any rights or remedies on you to which you would not otherwise be legally entitled, and save as set out in this Contract no other terms, whether conditions, warranties, expressed or implied, statutory or otherwise shall form part of this Contract.
- 6.3 Donaldsons shall not be liable for any consequential loss or indirect loss suffered by you or any third party in relation to this Contract.
- 6.4 You shall hold Donaldsons fully and effectually indemnified against such losses, whether arising from a breach of a duty in contract or delict, or in any way.
- 6.5 Notwithstanding anything to the contrary contained in these conditions, where Goods are supplied by Donaldsons which are not manufactured by Donaldsons, no guarantee is given, or liability accepted by Donaldsons beyond such guarantee or liability as is given or accepted by the suppliers of such materials to Donaldsons, details of which are available on request.

7 PRICE

- 7.1 The price applicable to any Contract shall, unless indicated as firm in Donaldsons quotation, be based upon the price ruling at the date of despatch, which price shall be fixed at the reasonable discretion of Donaldsons after taking into account any alteration in the cost of materials, any foreign exchange fluctuation, currency regulation, alterations of duties, government action or legislation, increase in the cost of labour, materials, other overheads, transport or without prejudice to the foregoing generality and other factors which Donaldsons in its absolute discretion deem relevant. You shall pay the price so invoiced.
- 7.2 Any alteration by you in any design, weight, quality or specification will involve adjustment of the agreed or quoted prices, if the costs are thereby affected.
- 7.3 Unless expressly stated otherwise, prices do not include any Value Added Tax which may be chargeable, and any such tax must be added to the price, where applicable.
- 7.4 Without prejudice to Condition 4.1 hereof the price of machined Goods shall be based on the quantities stated in Donaldsons quotation. The price per unit so quoted shall be liable to upwards alteration in the event that the order ultimately placed is for a smaller quantity than that stated in the relevant quotation.

8 DESIGN SERVICE

- Any order below the value of £20.00 shall be deemed a small Order and may be subject to a surcharge at the discretion of Donaldsons.
- 8.1 If any Goods shall prove to be defective within 6 months from the date when the Goods were supplied or work completed, Donaldsons undertakes to replace or repair the defective Goods, materials or work free of charge and this shall be the limit of Donaldsons obligation. Donaldsons is, under no circumstances, liable for any loss or damage, direct or indirect of whatever nature caused or arising by reason of any delays in completing work ordered from Donaldsons, by reason of late delivery or of any fault, failure or defect, in any Goods, or for any consequential losses whatsoever.
- 8.2 Donaldsons does not accept responsibility for taking site measurements. Donaldsons shall be responsible solely for the manufacture and delivery of Goods and components in accordance with the designs, specifications or other particulars provided for in the quotation, and prepared or approved by you, or on your behalf, prior to the commencement of the manufacture. You will unconditionally indemnify Donaldsons in respect of any claim resulting from any infringement of patent copyright, design, trademark or any other industrial or intellectual property rights resulting from Donaldsons use of your design or specification.
- 8.3 Any design and advisory services (including the preparation of specifications, contract particulars, drawings and the like) are provided with reasonable care and skill, but no other representation or undertaking is made or is to be implied in connection with any such services, nor shall Donaldsons be under any liability whatsoever in respect of these services if the erection is carried out before the necessary approvals are obtained.

9 PAYMENT

- 9.1 If you do not have a credit account, the terms of payment are strictly cash against invoice. All invoices are due on presentation. If you have a credit account you may, at the sole discretion of Donaldsons, be permitted to pay all sums due under the relevant invoice on the last working day of the month following the month of issue. This credit facility, if granted, can be withdrawn without notice at the discretion of Donaldsons and will automatically be withdrawn by Donaldsons in all cases where you have failed to pay any outstanding account timeously. All prices are strictly net. Donaldsons reserve the right to charge interest on overdue monies at the rate of 5% (five per cent) per annum over the Bank of Scotland base rate applicable from time to time until the date of payment.
- 9.2 Any sums payable by Donaldsons to you on any account may at any time be offset by Donaldsons against any sums payable by you to Donaldsons.

10 TERMINATION

- 10.1 Donaldsons shall be entitled to terminate any Contract forthwith if you commit any breach of the Contract whatsoever, or commit any breach of any Contracts between you, or if diligence or other similar process is taken against you, your property or assets or if you (being an individual) commit any act of bankruptcy or (being a Company) suffers a liquidator, receiver or administrator to be appointed over the whole or part of your undertaking or assets or any order is made or effective resolution is passed for your winding-up. In the event of such termination, all sums owing to Donaldsons on any account shall become due and payable forthwith without requirement for any notice to be given and further, any power of sale or use that you may have shall automatically cease. For the avoidance of doubt if is a specific condition of this Contract that, if under a separate Contract entered into before or after the Contract of which these conditions form part, you are in breach of payment or are in default in any way under said Contract (as to which default Donaldsons shall be the sole judge) Donaldsons may at their sole discretion terminate the Contract of which these terms form part or suspend same until the relevant breach has been remedied. Any such termination will be without prejudice to any accrued liabilities to Donaldsons and to any claim against you for loss or damage as a result of such termination.

11 FORCE MAJEURE

- 11.1 Either party shall be entitled to cancel or suspend the contract without liability for loss or damage resulting therefrom if performance of its obligations under the Contract is in any way adversely affected by reason of any act or occurrence beyond reasonable control, including without limiting the foregoing any fire, accident, failure of supplies or subcontractors, strike, riot or civil disturbance, statutory enactment, national calamity or Act of God.

12 LAW

- 12.1 The Contract including these Conditions shall be governed by and construed in accordance with the Law of Scotland. The parties agree to prorogate the non-exclusive jurisdiction of the Scottish Courts.

13. PERSONAL LIABILITY OF DIRECTORS ETC

- 13.1 If the Buyer is a limited company, a limited liability partnership, a trust or an unincorporated voluntary association, the directors/members/trustees/office bearers (as the case may be) of the Buyer each personally, jointly and severally, unconditionally and irrevocably (until all sums due to Donaldsons by the Buyer have been paid) (a) guarantee the payment of all sums due to Donaldsons by the Buyer; (b) indemnify and hold harmless Donaldsons in respect of any losses sustained by Donaldsons as a result of trading with the Buyer; and (c) agree that the foregoing guarantee and indemnity shall not be discharged or affected by (i) anything that would not have discharged or affected them if they had been a principal debtor instead of a guarantor; (ii) any waiver, failure to enforce or giving of time by Donaldsons; or (iii) any increase in the credit limit extended to the Buyer.