

TIMBERAUCTIONS' CONDITIONS OF SALE

This file contains four separate documents:

A. **TIMBERAUCTIONS'** PRACTICE STANDARD.

B. GENERAL CONDITIONS OF SALE APPLYING TO THE USE OF **TIMBERAUCTIONS'** SYSTEM.

C. REGISTERED USERS CONDITIONS OF SALE APPLYING TO THE USE OF **TIMBERAUCTIONS'** SYSTEM.

D. STANDARD CONDITIONS OF SALE OF LOGS AND STANDING TIMBER FROM THE PRIVATE SECTOR. THIS, ALONG WITH THE CATALOGUE TERMS, FORMS THE TIMBER SALE AGREEMENT BETWEEN BUYER AND SELLER UNLESS OTHERWISE STATED IN THE CATALOGUE TERMS UNDER 'SPECIAL CONDITIONS'.

If you have any queries regarding these documents please contact **TimberAuctions** on 01568 612039 or e-mail mb@timberauctions.co.uk.

A. **TIMBER AUCTIONS' PRACTICE STANDARD**

This Practice Standard has been updated by **TimberAuctions** and is based on one that was previously drawn up by Beacon Forestry and agreed with the Forestry Commission, Confederation of Forest Industries and the UK Forest Products Association following consultations with representatives of all sides of the forest industry.

TimberAuctions' practice will be in accordance with the Code of the Central Association of Agricultural Valuers and the Guidance Notes issued by the RICS for the Sale of Real Estate by Auction in England and Wales

1. **PRE-SALE INFORMATION**

1.1 Catalogues will wherever possible be made available four to six weeks prior to a sale.

1.2 The description of each lot will be a matter for the vendors and/ or their agents.

1.3 The description of each lot will be as accurate as possible.

1.4 The method of the timber measurement will be declared in the catalogue.

1.5 Terms and Conditions of sale will be determined by the vendor and **TimberAuctions** and these will be available at the time the sale catalogue is made available. Any special conditions will be identified in the catalogue with the details of the lot.

1.6 Vendors should advise the auctioneer of any potential purchasers who they deem to be unacceptable at the time they submit details for inclusion in the auction catalogue. This information will be passed to potential purchasers if they express an interest in purchasing a particular lot or lots.

TENDER SALES

2. CONDUCT OF TENDER SALES

2.1 Tender offers may be submitted at any time up to the date and time for the closing date for tender offers given in the catalogue.

2.2 **TimberAuctions** will not access any tenders lodged on the central computer until after the closing date and time for lodging tenders has passed.

2.3 All tenders lodged with **TimberAuctions** will be notified to the vendor or his agent as soon as possible after the closing date and time for tenders.

2.4 All tenderers will be notified of their success or failure as soon as possible after the vendor or his agent have informed **TimberAuctions** of their decision.

2.5 The tenderer has the right to withdraw his/her offer seven days after the tender date if the vendor has not notified **TimberAuctions** of the sale outcome.

3. POST SALE PROCEDURES FOR TENDERS

3.1 The name of the successful tenderer, but not the price tendered, will be declared separately on the Sale Summary screen as soon as possible after the vendor has notified **TimberAuctions**.

AUCTION SALES

4. CONDUCT OF AUCTION SALE

4.1 These will be conducted in accordance with the Sale of Goods Act 1979 and 1994 and local bylaws as amended.

4.2 The conduct of a web-based auction sale will be in accordance with normal auction practices unless otherwise stated in this Practice Standard.

4.3 If a technical fault occurs with the main computer which interrupts the web based bidding procedures, the sale will be halted and restarted within one hour, otherwise the auctioneers will re-schedule the sale.

4.4 Lots which are unsold may be re-entered at the end of the sale at the request of the vendor. All potential purchasers on the system at the time will be advised by the auctioneer as soon as possible after this decision is made with a message on the screen. Vendors may alter the reserve before re-entering the lot.

5. CONDITIONS OF BIDDING AT AUCTIONS

5.1 Reserves will be set by the Vendor for all lots unless specifically stated otherwise in the description of the lot in the catalogue.

5.2 Vendors or their agents (except the auctioneer) should not be allowed to bid in the auction; and, if proved to have done so, the sale of that particular lot could be annulled, provided the purchaser agrees.

5.3 The auctioneer may bid on behalf of the vendor up to one increment below the reserve price but will not bid once the reserve for the lot has been reached in accordance with current law.

5.4 In the event of 5.3 above the auctioneer will only advance the bidding by one increment above the last competitive bid and the auctioneer's bid will be identifiable on the screen.

5.5 A purchaser will only be required to pay the amount clearly identified on the screen as being accepted by the auction system plus the buyer's sale commission.

5.6 Lots which do not reach the reserve are shown as unsold.

5.7 Lots which equal or exceed the vendor's reserve are sold once the auctioneer indicates this on the screen.

5.8 A sale contract is entered when the last bid is registered on the computer screen as being accepted by the auctioneer.

6. ARBITRATION AT AUCTIONS

6.1 Any disputes concerning the professional conduct of an auction will be referred to the President of the Central Association of Agricultural Valuers.

6.2 Any disputes concerning the subsequent timber sale contract are a matter for the vendor and the purchaser and not the auctioneer.

7. POST SALES PROCEDURES FOR AUCTIONS

7.1 The purchaser's name and the price paid for each lot sold during the auction will be displayed separately on the Sale Summary screen immediately after each lot is sold together with the designation of the under bidder (trade or vendor).

7.2 For unsold lots the designation of the last bidder (i.e. trade or vendor) will also be displayed separately on the Sale Summary Screen.

7.3 The post-sale procedures for issuing invoices and payment terms will be set out in the sale catalogue and will be followed by all parties.

GENERAL

8. TIMBER SALE TERMS & CONDITIONS FOR STANDING TIMBER AND LOGS

8.1 The Terms and Conditions under which the standing timber and logs are offered for sale are a matter for the vendor, but all vendors are encouraged to use the sales contracts agreed by the Confederation of Forest Industries and the UK Forest Products Association.

9. COMPLAINTS

9.1 Any complaints over the conduct of tender and auction sales should be addressed directly to **TimberAuctions'** partners in the first instance.

B. GENERAL CONDITIONS OF SALE APPLYING TO THE USE OF THE TIMBERAUCTIONS' SYSTEM.

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Conditions:-

"access" means to read on screen or obtain a printed copy or other record of any data recorded in the **TimberAuctions'** System;

"Agent" means an agent for a Vendor or for a Purchaser;

"Assessment" means the description of the timber available for felling or collection, such description being written in the catalogue.

"Auctioneer" means the party conducting the sale through **TimberAuctions'** System and may include **TimberAuctions** in their capacity as auctioneer;

"Bidder" means a Registered User entering a bid for a lot;

"Catalogue" means the information available through **TimberAuctions'** System to Registered Users in relation to a lot prior to the sale of that lot;

"Data" includes assessments, catalogues, bid bases, reserve prices, bids, commodity measurements, market reports and invoices;

" **TimberAuctions** " means **TimberAuctions** in its capacity as the provider of the **TimberAuctions'** System and not, unless the context otherwise admits, in its capacity as an Auctioneer;

" **TimberAuctions'** System" means the web based facility provided by **TimberAuctions** for auction sales of timber and other commodities but does not include the Registered User's terminals nor any means of communications from a Registered User to any communications network;

"enter" in relation to data, means to record the data in **TimberAuctions'** System;

"person" includes a body corporate as well as a natural person;

"Purchaser" includes an agent who is deemed to be purchasing as a principal;

"Registered User" means a person registered as a Registered User for **TimberAuctions'** System;

"sale" means auction sales; tender sales; and any other sale through **Timber Auctions'** System;

"sell" means sell by auction; sell by tender and sell by any other means through **TimberAuctions'** System;

"user" means any person using **TimberAuctions'** System whether as Visitor, Vendor, Bidder or Purchaser and includes Registered Users;

"Vendor" includes an agent who is deemed to be selling as a principal;

1.2 In these General Conditions, unless the contrary intention appears:-

1.2.1. words importing one gender include all other genders; and

1.2.2. words in the singular include the plural, and words in the plural include the singular.

2. GENERAL

2.1 All users of **TimberAuctions'** System are bound by these General Conditions.

TimberAuctions reserves the right to vary or exclude these General Conditions or any of them, and that either generally or as regards the sale of any particular class or classes or any special lots of goods and also to adopt such Standard Conditions as it may from time to time determine as regards the sale of any particular class or classes of goods, and in the event of any such Standard Conditions being inconsistent with these General Conditions or any variation thereof the said Standard Conditions shall prevail as regards the sales to which they apply.

3. ASSESSMENT

3.1 The Vendor or the Agent of the Vendor undertakes the description and marking of the parcels for sale and the Auctioneer carries no responsibility for verifying the accuracy of the description.

3.2 The Catalogue Terms are provided for the guidance of prospective purchasers but is not guaranteed by **TimberAuctions** or the Vendor. Purchasers are held as having satisfied themselves as to the description of the Sale Lots.

4. CONDITION OF LOT

4.1 The Vendor warrants that the lot will be in as good condition at the time of the sale, as that at the time of the assessment and the Vendor shall at his own expense maintain the lot in such condition from the time of the assessment until notified by the Auctioneer that the Purchaser has paid.

5. RESERVE PRICE

5.1 The Vendors may nominate a reserve price without notification to Bidders, but the Vendor shall have no claim against the Auctioneer for having sold any goods under such reserve price unless the Auctioneer has received written notice of the reserve prior to the sale.

6. OFFER AND WITHDRAWAL OF GOODS

6.1 The Auctioneer does not guarantee that goods submitted to it for sale will be sold or offered for sale. The Auctioneer shall determine the order in which lots will be submitted for sale. Withdrawal of a lot at the request of the Vendor will not affect any claim competent to the Auctioneer against the Vendor for costs incurred by the Auctioneer in offering the goods for sale.

7. CONDUCT OF THE AUCTION

7.1 The Auctioneer shall control and be responsible for the conduct of the auction.

7.2 A bid is made only when it is recorded in **TimberAuctions'** System bidding log.

7.3 A bid is deemed to have been made on such bid basis as may be nominated by the Auctioneer prior to the sale for the class of goods comprised in the lot.

7.4 A bid is deemed to have been made subject to any conditions or restrictions disclosed in the catalogue or otherwise notified to prospective Purchasers through **TimberAuctions'** System at the time of the Auction.

7.5 The Auctioneer may refuse to accept any bid without assigning any reason therefore, and neither the Bidder nor the Vendor shall have any claim against the Auctioneer in respect of such refusal.

7.6 Bidding may advance only by the bidding increments fixed by the Auctioneer from time to time.

7.7 A bid may not be withdrawn except with the consent of the Auctioneer, notwithstanding any provision in the Sale of Goods Act 1979, and neither the Vendor nor the Purchaser shall have any claim against the Auctioneer.

7.8 The Bidder who makes the highest bid before the close of bidding for that Lot that is equal to or above any reserve price and which is accepted by the Auctioneer, will be the Purchaser.

7.9 The sale of a lot shall be deemed to be complete when the Auctioneer intimates completion by on-screen notification through **TimberAuctions'** System.

7.10 Any dispute about the conduct of an auction or the sale of a lot shall be decided by the Auctioneer whose decision shall be final and binding.

7.11 All bids will be taken exclusive of VAT. which will be added to the purchase price of each lot where appropriate and the Purchaser shall be liable for any VAT payable.

8. CONDUCT OF TENDER SALES AND PRIVATE SALES

8.1 The Auctioneer shall control and be responsible for the conduct of the sale.

8.2 A tender or offer is made only when it is recorded in **TimberAuctions'** system sale log.

8.3 A tender or offer is deemed to have been made on such an offer basis as may be nominated by the Auctioneer prior to the sale for the class of goods comprised in the lot.

8.4 A tender or offer is deemed to have been made subject to any conditions or restrictions disclosed in the catalogue or otherwise notified to prospective purchasers through the **TimberAuctions'** system prior to the closing date and time for submitting tenders or offers.

8.5 The Auctioneer may refuse to accept any tender or offer without assigning any reason therefore, and neither the Tenderer, Offerer nor the Vendor shall have any claim against the Auctioneer in respect of such refusal.

8.6 A tender or offer becomes binding and cannot be changed or withdrawn within 7 days after the closing date and time of that tender sale unless otherwise agreed by the Auctioneer and Vendor.

8.7 The sale of a lot shall be deemed to have taken place when the Auctioneer dispatches the Confirmation of Sale Note to the Tenderer or Offerer.

8.8 Any dispute about the conduct of a tender or private sale shall be decided by the Auctioneer whose decision shall be final and binding.

8.9 All offers will be taken exclusive of VAT and the Purchaser's sale commission, which will be added to the purchase price of each lot where appropriate

8.10 The Vendor shall not be obliged to accept the highest or any tender or offer.

9. AGENCY

9.1 Any person submitting goods for sale shall be deemed to be selling as a principal unless he expressly discloses to the Auctioneer when consigning the goods to the Auctioneer that he is an agent for a named principal.

9.2 A Bidder is deemed to be bidding as a principal unless before the auction begins he expressly discloses to the Auctioneer that he is an agent for a named principal and the Auctioneer agrees to receive his bid on that basis.

9.3 The agent and principal (whether Vendor or Purchaser) shall be liable jointly and severally save where agency is timeously intimated to the Auctioneer as herein before provided.

10. EXCLUSION OF WARRANTIES

10.1 The respective rights, obligations and liabilities of the Vendor and the Purchaser in the event of the goods being different to the catalogue description, or of non-merchantable quality or otherwise defective in quality or condition are as expressly provided in the Standard Conditions of Sale applicable to the class of goods comprising the

lot and are in lieu and to the exclusion of all warranties representations rights obligations and liabilities whether express or implied by statute or otherwise.

11. RISK

11.1 Risk in the goods will pass from the Vendor to the Purchaser in accordance with the Standard Conditions for Sale.

12. PROPERTY

12.1 At no time will the property in any goods vest in **TimberAuctions**.

12.2 Property in the goods will pass from the Vendor to the Purchaser in accordance with Standard Conditions of Sale.

13. CONFIRMATION OF SALE

13.1 The Auctioneer will prepare and issue a Confirmation of Sale Note to the Purchaser as soon as possible after the completion of the sale.

13.2 In accordance with catalogue terms Purchasers shall be required to pay a deposit and the Purchaser's sale commission to **TimberAuctions** as specified on the Purchaser's invoice issued by **TimberAuctions** following a sale.

13.3 In the event that the deposit or the Purchaser's sale commission is not received by the Auctioneer within the allotted time, the Auctioneer will be entitled to inform the Vendor that the lot is not sold and the Agreement is terminated. The Vendor shall then be free to make alternative arrangements for selling the timber and in such case the Purchaser shall have no claim against the Vendor or the Auctioneer.

13.4 The Purchaser will be responsible for making payment of the rest of the purchase price to the Vendor in accordance with the Catalogue Terms.

14. PAYMENT BY AUCTIONEER TO VENDOR

14.1 The Auctioneer shall be liable to the Vendor for the sale deposit, less:-

14.1.1 The Vendor's administrative fee where applicable (including VAT if applicable at the rate then current) and;

14.1.2. Any deduction properly made by the Auctioneer. The due date for payment to the Vendor shall be as specified in the relevant Standard Conditions.

14.2 Payment to the Vendor shall be conditional upon the Vendor having fulfilled all his obligations in terms of these General Conditions and under the relevant Standard Conditions. The Vendor will indemnify the Auctioneer in respect of any loss or expense suffered by the Auctioneer (including non-payment by the Purchaser of any part of the price) as a result of any breach by the Vendor of any duty or obligation under these General Conditions or any applicable Standard Conditions or any other duties or obligations imposed by statute or otherwise.

14.3 The Auctioneer shall be entitled to, but not obligated to, withhold payment of the deposit to the Vendor in respect of any goods if, or for as long as, such goods are the subject of any dispute, litigation or arbitration. Payment to the Vendor for such goods shall be restricted to such amount as is determined, upon resolution of such dispute, litigation or arbitration, to be properly due by the Purchaser thereof. No payment shall be due to the Vendor in respect of any goods properly rejected by the Purchaser. No interest shall be payable by the Auctioneer on the amount of any price so withheld.

15. COMMISSION

15.1 Unless otherwise provided in any Standard Condition of Sale, the Vendor or Purchaser shall be liable to the Auctioneer for payment of the Auctioneer's commission on goods sold through Timber Auctions' System that may be due. The rate of commission for each class of goods shall be as fixed by the Auctioneer from time to time.

15.2 The Auctioneer shall have full right to sue the Vendor and / or Purchaser for the sales commission and any other expenses incurred by the Auctioneer in connection with the purchase of the goods or otherwise.

15.3 It shall not be adequate for the Purchaser, in any action by the Auctioneer for payment of the commission to plead any defence or counter-claim founded on any alleged breach of contract by the Vendor, and the Purchaser shall have recourse only against the Vendor in respect of such alleged breach.

15.4 The Auctioneer shall have the full right to sue the Vendor for the administrative fee that may be due and any other expenses incurred by the Auctioneer in connection with the sale of the goods.

16. MALFUNCTION OF TIMBER AUCTION'S SYSTEM

16.1 Neither **TimberAuctions** nor the Auctioneer shall have any liability to any user for any malfunction of, or breakdown in, or failure of, **TimberAuctions'** System (including any communication network) or for any non-receipt, non-transmission or loss of data by **TimberAuctions'** System (including any communications network) or for any liability (for any reason) of a Registered User to communicate with the **TimberAuctions'** System (including any communications network).

17. CLAIMS

17.1 **TimberAuctions** (in its capacity as provider of **TimberAuctions'** System) shall not be liable to any user in respect of any lot sold through **TimberAuctions'** System. Each user shall keep **TimberAuctions** indemnified against any claims howsoever arising, in respect of any transaction entered into by that user through **TimberAuctions'** System.

17.2 The Auctioneer shall have no liability as a party in any dispute, claim or action between the Vendor and the Purchaser in respect of any goods sold through **TimberAuctions'** System.

17.3 The Auctioneer shall have no liability to either Vendor or Purchaser for any misdescription of goods offered for sale through **TimberAuctions'** System.

18. ACCESS TO DATA

18.1 Each Vendor authorises the access by all Registered Users of any data entered by him or on his behalf.

18.2 Each Vendor and Purchaser authorises the inclusion of summaries of data in market reports compiled by **TimberAuctions** and the Auctioneer and the access by all visitors to **TimberAuctions'** web site.

19. NOTICE

19.1 Any notice to be given by any party (including **TimberAuctions**) under these General Conditions or any relevant Standard Conditions, shall be given in writing (which shall include telex and facsimile and electronic mail) to the other party/parties as its/their principal place of business.

20. INVALIDITY

20.1 If any of the provisions contained in these Conditions, or in any relevant Standard Conditions becomes invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

21. APPLICABLE LAW

21.1 These Conditions, and any relevant Standard Conditions, shall in all respects be governed by, and construed in accordance with English law.

22. INSURANCE

22.1 In accordance with the terms in the Catalogue either the Vendor or Purchaser will be responsible for the insurance of the logs or standing timber to its full market value.

C. REGISTERED USERS CONDITIONS OF SALE APPLYING TO USE OF TIMBERAUCTIONS' SYSTEM

1. DEFINITIONS

1.1 In these Conditions:-

"access" means to read on screen or obtain a printed copy or other record of any data recorded in **TimberAuctions'** System;

"Auctioneer" means the party conducting the sale through **TimberAuctions'** System and may include **TimberAuctions** in its capacity as Auctioneer;

"**TimberAuctions** " means **TimberAuctions** in its capacity as the provider of the **TimberAuctions'** System and not, unless the context otherwise admits, in its capacity as Auctioneer;

" **TimberAuctions'** System", means the web based communication facility provided by **TimberAuctions** for tender and auction sales of standing timber and logs and other forestry commodities but does not include the Registered User's terminal nor any means of communication from a Registered User to any communications network;

"person" includes a body corporate as well as a natural person;

"Registered User" means a person registered with **TimberAuctions** as a Registered User **TimberAuctions'** System;

"sale" means auction sale; or a sale arranged through and recorded on **TimberAuctions'** System;

"terminal" means a personal computer or other terminal or device accepted by **TimberAuctions** as a terminal for the purposes of **TimberAuctions'** System.

2. TERMS AND CONDITIONS

2.1 All Registered Users are bound by these conditions and no variation or alteration thereto shall apply unless agreed by **TimberAuctions** in writing.

2.2 All Registered Users are bound by the General Conditions and Standard Conditions of Sale applicable to sales conducted through **TimberAuctions'** System.

3. CHANGE IN REGISTRATION PARTICULARS

3.1 A Registered User shall give notice in writing to **TimberAuctions** of any change in the Registered User's registration particulars within seven days of the change occurring.

4. REGISTERED USER IDENTIFICATION

4.1 **TimberAuctions** will provide each Registered User with a user name and a user password (hereinafter called "User Name" and "User Password" respectively) which will allow the Registered User access to catalogues for those sales for which the Auctioneer has accepted the enrolment of that Registered User.

4.2 A Registered User shall keep his User Name and User Password confidential and observe any security instructions given by **TimberAuctions** and the Auctioneer. A Registered User shall immediately give notice in writing to **TimberAuctions** and the Auctioneer with whom he has enrolled of any improper disclosure or of use of his User Name and/or User Password.

4.3 A Registered User is bound by any transaction (including but not limited to a bid at a sale) using his User Name and User Password unless prior to such a transaction the Auctioneer has received at least 24 hours notice in writing requesting cancellation of that User Name and User Password.

5. COMMUNICATION CHARGES

5.1 The Registered User shall be liable to meet his own telephone or line costs to **TimberAuctions'** web site.

7. VARIATION OF BEACON SYSTEM

7.1 **TimberAuctions** may vary any of the functions of the **TimberAuctions'** System or any hardware or software included in **TimberAuctions'** System, but neither **TimberAuctions** nor the Auctioneer will be liable to any Registered User for any change in functionality, performance or specifications due to such variation.

8. TERMINATION OF REGISTRATION

8.1 **TimberAuctions** may terminate the Registration User at any time and without assigning any reason therefore. Such termination by **TimberAuctions** shall immediately cancel such Registered User's enrolment with the Auctioneer and all rights of such Registered User under these Conditions of Registration shall thereupon cease.

8.2 The Auctioneer may cancel the enrolment of a Registered User at any time and without assigning any reason therefore. Immediately upon such cancellation all rights of such Registered User to take part in auctions conducted by such Auctioneer shall cease.

8.3 Notwithstanding termination of registration, the Registered User shall remain liable for any fees incurred prior to termination (whether or not invoiced) and for any debt,

claim or obligation incurred in relation to any sale, and for any claim arising from the Registered User's failure to comply with these Conditions.

9. **MODIFICATION OR MALFUNCTION OF **TIMBER AUCTIONS'** SYSTEM**

9.1 Neither **TimberAuctions** nor the Auctioneer shall have any liability to any Registered User for any malfunction of, or breakdown in or failure of the **TimberAuctions'** System (including any communications network) or for any non-receipt, non-transmission or loss of data by the **TimberAuctions'** System (including any communications network) or for any inability for any reason of a Registered User to communicate with the **TimberAuctions'** System (including any communications network).

10. **DISCLAIMER BY **TIMBERAUCTIONS****

10.1 **TimberAuctions** (in its capacity as the provider of the **TimberAuctions'** System) shall not be liable to any person (including Registered Users) in respect of any lot sold through **TimberAuctions'** System.

11. **SET-OFF**

11.1 The Registered User hereby waives any and all existing and future claims and set-offs against any payment due by the Registered User in terms of these Conditions and agrees to pay the amounts payable thereunder on the due date regardless of any set-off or counterclaim on the part of the Registered User against **TimberAuctions** or the Auctioneer.

12. **INVALIDITY AND APPLICABLE LAW**

12.1 If any of the provisions contained in these Conditions of Registration is or becomes invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. These Conditions shall in all respects be governed by and construed in accordance with English law.

D. STANDARD CONDITIONS OF SALE OF LOGS AND STANDING TIMBER FROM THE PRIVATE SECTOR. THIS, ALONG WITH THE CATALOGUE TERMS, FORMS THE TIMBER SALE AGREEMENT BETWEEN BUYER AND SELLER UNLESS OTHERWISE STATED IN THE CATALOGUE TERMS UNDER 'SPECIAL CONDITIONS'.

The following conditions of sale shall apply to all sales of standing timber and logs conducted through **TimberAuctions'** System and are hereinafter referred to as "the Standard Conditions". These Standard Conditions are in addition and supplementary to the General Conditions of Sale (hereinafter called the General Conditions) applicable to all sales conducted through **TimberAuctions'** System.

12.1.1 Standing Sales by volume (lump sum)- Conditions 1 - 17.1 inclusive, 18, 19, 20.1, 23.1, 24, 25, 28.

12.1.2 Standing Sales by weight - Conditions 1 - 17.1 inclusive, 18, 19, 20.1, 21, 22.1, 23.1, 24, 25, 28.

12.1.3 Sale at Stump by volume (lump sum)- Conditions 1 - 16 inclusive, 17.3, 18, 19, 20.3, 23.1, 24, 25, 28.

12.1.4 Sale at Roadside by volume - Conditions 1 - 13 inclusive, 17.2, 18, 20.2, 21, 22.2, 23.2, 24 - 28 inclusive

12.1.5 Sale at Roadside by weight - Conditions 1 - 13 inclusive, 17.2, 18, 20.2, 21, 22.1, 23.3, 24 - 28 inclusive

12.1.6 Sale Delivered in by weight - Conditions 1 - 5 inclusive, 17.4, 18, 22.1, 23.3, 24, 25, 28.

The Catalogue Terms, the General Conditions and the Standard Conditions and the Auctioneer's Confirmation of Sale issued under General Condition 12 together contain the Agreement between Buyer and Vendor hereinafter called "the Agreement" for each sale. Words and expressions used in the Standard Conditions shall, unless the context otherwise requires, have the same meaning as is accorded to them in the said General Conditions.

If any conflict or inconsistency arises between Catalogue Terms and Standard Conditions, the Catalogue Terms will prevail.

1. DEFINITION

The term 'Purchaser' shall also (where the context so admits or requires) include the Purchaser's employees, agents, sub-contractors, or assigns or the employees of any of them.

The term "Vendor" shall also (where the context so admits or requires) include the legal owner or an agent who is deemed to be selling as a principal. "Timber" means standing trees and/or felled trees and/or logs as the context may require.

"Catalogue Terms" means the description of the lot being offered for sale, the terms of the sale, and the Special Conditions applying to the sale as displayed on the sale screens prior to or at the time of the sale; and the map as supplied by the Vendor.

"Term" means the duration of the Agreement as specified in the Catalogue Terms and any extension of time which the Vendor may agree under 4.2 hereof.

2. NOT TO ASSIGN

The Purchaser shall not assign his rights under the Agreement except with the written consent of the Vendor and upon such terms as the Vendor may require.

3. BREACHES GIVING RIGHT TO TERMINATE FORTHWITH

If the Purchaser fails to pay sums due in accordance with the Agreement or if he otherwise breaches or fails to observe and perform this Agreement, the Vendor shall have the right to terminate the Agreement forthwith on giving written notice to the Purchaser to this effect and any termination shall be without prejudice to any other rights or remedies open to the Vendor under the Agreement or otherwise.

4. EXTENSION OF TIME

If the Purchaser shall require an extension of the time limits laid down in the Agreement, he may give notice in writing to the Vendor to this effect not less than four weeks before expiry of the agreement setting out his reasons for such request. The Vendor shall have absolute discretion whether to refuse such request or grant the same on such terms as the Vendor shall think fit, taking into account any loss due to delayed payment of any purchase money consequent on the grant of any such extension.

5. LIABILITY

The Purchaser will pay and indemnify the Vendor against all claims for death, loss, injury or damage occasioned by the act or omission of the Purchaser in the execution of the

Agreement, and will, if so requested, satisfy the Vendor at any time following the commencement of the Agreement that he is adequately insured.

6. DAMAGE TO TREES, BUILDINGS, ROADS, ETC.

6.1 The Purchaser shall take all reasonable precautions against damage to the Vendor's and any neighbouring property (including but not limited to the remaining trees on the area and in any neighbouring woods and plantations or to buildings walls gates fences hedges drains watercourses streams rivers ponds lakes roads rides and tracks) and shall be liable for any damage thereto due to any act or omission of the Purchaser, and shall make good any such damage.

6.2 If the Purchaser shall fail to make good the damage to the satisfaction of the Vendor within two weeks of receiving written notice from the Vendor, or after such shorter time as may be stipulated in the notice if the matter is urgent, then the Vendor may make good such damage and the reasonable cost so incurred by the Vendor shall be reimbursed immediately by the Purchaser upon demand by the Vendor and shall be a debt forthwith recoverable by action.

7. CONDITION OF BUILDINGS, ROADS, ETC.

The condition of the Vendor's and any neighbouring property (including but not limited to buildings, walls, gates, fences, hedges, drains, watercourses, roads, rides and tracks) at the beginning of the agreement shall be deemed to be good unless otherwise agreed in writing between Buyer and Vendor. If the Vendor subsequently improves any of the said buildings, walls, etc. or builds new ones in which case a record of such improvements or new works shall be made and mutually agreed in writing and thereafter shall form part of the Agreement.

8. ACCESS

8.1 Non-exclusive rights of access using vehicles within the weight limits specified over the roads shown on the map shall be given by the Vendor to the Purchaser for the purpose of carrying out the agreement. No warranty is given that any other road is suitable for use by vehicles.

8.2 All vehicles using authorised access routes shall be driven or used with all proper care and at such speed as shall be reasonable having regard to the nature of the route and vehicular load, and to the prevailing weather and road conditions. The Purchaser shall take every reasonable precaution to prevent any damage to the access routes. Without prejudice to the generality of the foregoing the Purchaser shall not use roads during or shortly after exceptionally heavy rainfall or a thaw, and shall, on request, stop the use of any machine or method of working which in the opinion of the Vendor is causing, or is likely to cause, excessive damage to standing trees or to any other property and he shall be liable for any wilful or unnecessary damage due to any act or default of the Purchaser, and shall make the same good within one week of its occurrence. The Purchaser shall ensure that roads are kept unobstructed at all times and that drains are not blocked as a result of the Purchaser's operations.

9. HEALTH AND SAFETY AT WORK

9.1 The Purchaser will comply with the Health and Safety at Work Act 1974 and all other relevant Acts and The Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations, 1995 (RIDDOR) in respect of the work comprised in the Agreement and taking place on the Vendor's property. The Purchaser will comply with the safety standards relevant to forestry operations as issued by the Forestry and Arboriculture Safety Training Council.

9.2 If in the opinion of the Vendor, there is a serious breach of the safety standards the Vendor may order the immediate suspension of further work under the Agreement until remedial action has been taken by the Purchaser. Any such suspension shall be without prejudice to any other rights or remedies open to the Vendor under the Agreement or otherwise.

10. FIRES

10.1 The Purchaser shall not light fires within the forest area without the permission of the Vendor.

10.2 The Purchaser shall also take reasonable and proper precautions under the direction of the Vendor to prevent and to deal with the risk of fire in the said area or adjoining ground and the Purchaser shall be responsible for any loss whatsoever through fire attributable to his negligence.

11. GUIDANCE

11.1 The guidance in the following publications applies to the execution of all work carried out in the course of this Agreement:-

- FASTCo & FSC Guides - Forestry and Arboriculture Safety Training Council
- Forest & Water Guidelines - Forestry Commission

11.2 The Vendor shall be under no obligation to monitor or supervise the carrying out of the work or the Purchaser's compliance with the said Acts Regulations and Standards in 9.1 or the guidance in 11.1 hereof.

12. CARAVANS

No caravans shall be brought on to the Vendor's land without the written consent of the Vendor.

13. ANIMALS

No animals, except those employed to remove trees and produce, shall be taken or allowed on the Vendor's land by the Purchaser, without the written consent of the Vendor.

14. METHOD OF WORKING

14.1 The Vendor after consultation with the Purchaser shall decide the order in which compartments are to be worked. The order and timing of felling and removal within the compartments shall be mutually agreed before felling is to begin.

14.2 All trees felled under the Agreement shall be severed close to the ground and the Purchaser shall carry out the work of felling and extraction in an orderly and workmanlike manner and as work proceeds shall dispose of brushwood and lop and top to the satisfaction of the Vendor and shall stack the produce in accordance with sound forestry practice.

15. STACKING SITES

The Vendor shall make available to the Purchaser a site or sites mutually agreed for stacking the felled trees and resulting produce and no other land belonging to the Vendor may be used for such purposes. No payment for the agreed sites shall be required by the Vendor during the Term but the Purchaser shall be responsible for all charges and liabilities arising from their use.

16. FELLING AND REMOVAL

The Purchaser shall complete the felling and clearance of all areas in accordance with the terms hereof and shall fell the whole of the said trees and remove all the resulting timber in excess of 2 metres in length and minimum top diameter 7cm over bark and other items belonging to him from the Vendor's land and leave the stacking and other sites used by the Purchaser clean and tidy and complete his other obligations to the satisfaction of the Vendor within the Term.

17. RISK

17.1 Standing Sales

The risk in all the trees within the sale area shall pass to the Purchaser during the Term immediately on making a deposit (if no deposit is paid, on making full payment) for the trees to **TimberAuctions**, and the Purchaser shall be responsible to the Vendor for any loss or damage to those trees.

17.2 Sales at Roadside

Logs supplied pursuant to the Agreement shall be at the Purchaser's risk immediately on collection or 21 days following notification of availability whichever is the earlier. The Purchaser will be responsible to the Vendor for any loss or damage to those logs.

17.3 Sales at Stump

Logs supplied pursuant to the Agreement shall be at the Purchaser's risk during Term and the Purchaser shall be responsible to the Vendor for any loss or damage for those logs.

17.4 Sales Delivered in

Logs supplied pursuant to the Agreement shall be at the Purchaser's risk immediately on delivery.

18. PROPERTY

The property in the Timber which the Vendor has agreed to sell pursuant to this Agreement shall not pass to the Purchaser until the timber has been paid for and the trees have been felled and the Purchaser's obligations under the Agreement have been met.

19. FELLING OF TREES NOT INCLUDED IN THE SALE

19.1 Where access is required within the woodland or at the point of extraction to roadside, extra trees may be cut only as agreed in writing between the Vendor and the Purchaser.

19.2 If the Purchaser shall cut down or damage any tree not intended to be felled pursuant to the Agreement, then the Purchaser shall pay to the Vendor liquidated damages equal to treble the value thereof and shall retain the tree.

20. ACTION ON TERMINATION

20.1 Standing Timber

Upon termination of the Agreement whether by written notice or expiry of time, the Purchaser shall immediately cease the felling of trees and removal of felled timber under the Agreement. Immediately upon such termination, any felled trees and any produce there from being in or upon the Vendor's lands and the property in which is vested in the Purchaser shall vest in and become the property of the Vendor. The Vendor will be entitled either to retain or re-sell standing trees which have been paid for but not severed from the ground and to retain the value of the net proceeds of sale without claim by the Purchaser. Subject to all other claims against the Purchaser arising from the Agreement first being settled, the Vendor shall reimburse to the Purchaser the value of such felled trees and produce there from together with the value of any payments made by the Purchaser in respect of timber from trees which are not felled by the Purchaser as at the date of termination, of which the Vendor shall be the sole judge, less all costs and losses directly and naturally resulting in the ordinary course of events, from such termination. In the event of such costs and losses exceeding the said value the Purchaser shall on demand pay to the Vendor the amount by which said costs and losses exceed said value. And the Purchaser shall within one month of the termination of the Agreement remove any equipment which he may have placed on the area. Should the Purchaser fail to remove such equipment within the time specified, the Vendor may retain or remove and dispose of them as he thinks fit and the Purchaser shall on demand reimburse the Vendor for all costs incurred in their disposal after receiving credit for any value which the Vendor may place upon them.

20.2 Roadside

Upon termination of the Agreement whether by written notice or expiry of time, the Purchaser will cease to uplift timber against the terminated agreement.

20.3 Stump

Upon termination of the Agreement whether by written notice or expiry of time, the Purchaser will cease to extract or uplift timber against the terminated agreement.

21. REMOVAL OF TIMBER

The Purchaser shall not remove any load of timber from the Vendor's land without a Conveyance Note. A Conveyance Note will be issued by the Vendor prior to removal of each load, unless alternative arrangements are mutually agreed between Purchaser and Vendor and confirmed in writing.

22. MEASUREMENT

22.1 The weight of timber sold under the Agreement shall be derived from the net weight of timber over a weighbridge approved by the Vendor. The weighing of each load shall be at the Purchaser's expense and weight tickets must be returned to the Vendor together with a copy of the Vendor's Conveyance Note as soon as possible and not more than one week after the collection of the load. Where in respect of any such load the Purchaser fails to return the weight ticket within the specified period then the Vendor reserves the right to estimate the weight of the load and this estimate shall be regarded as the weight ticket weight.

22.2 The volume of timber sold under the Agreement shall be derived from converting weight as determined under Clause 22.1 to volume using an appropriate

conversion factor. The conversion factor will be agreed in writing between Purchaser and Vendor. The method of calculating the conversion factor will be decided by the Vendor. The weighing of each load shall be at the Purchaser's expense and weight tickets must be returned to the Vendor together with a copy of the Vendor's Conveyance Note as soon as possible and not more than one week after the collection of the load. Where in respect of any such load the Purchaser fails to return the weight ticket within the specified period, then the Vendor reserves the right to estimate the weight of the load and this estimate shall be regarded as the weight ticket weight.

23. PAYMENT

23.1 Standing Sales and Sales at Stump

The Purchaser shall be required to make payments by instalments in advance of felling. The amount and due date for each instalment will be as specified in the Catalogue Terms.

23.2 Sale by Volume

The Purchaser shall be required to make monthly payments in advance. The value of each monthly payment shall be calculated by multiplying the total estimated volume as specified in the Catalogue Terms by the purchase price (including VAT) and further dividing by the number of months in the Term. The Vendor shall invoice the purchaser for each monthly payment until such payment shall have been paid the Purchaser will not be permitted to remove any timber. Deviation from this procedure is only acceptable through Catalogue Terms or written agreement.

23.3 Sale by Weight

The Purchaser shall be required to make monthly payments in advance. The value of each monthly payment shall be calculated by multiplying the total number of tonnes specified in the Catalogue Terms by the price per tonne (including VAT) and dividing by the number of months in the Term. The Vendor shall invoice the Purchaser for each monthly payment until such payment shall have been paid, the Purchaser will not be permitted to remove any timber. No deviation from this procedure is permitted unless otherwise stipulated in the Catalogue Terms or by written agreement between the Vendor and the Purchaser.

24. DEPOSIT

24.1 A deposit will be payable by the Purchaser to **TimberAuctions** within 3 days of the sale date. The amount of the deposit will be as follows unless stated otherwise in the Catalogue Terms.

24.1.1 Standing Sale (lump sum)- 5% of purchase price.

24.1.2 Standing Sale (weight) - 5% of estimated tonnage multiplied by purchase price.

24.1.3 Sale at Stump (lump sum) - 5% of purchase price.

24.1.4 Sale at Roadside (volume) - 5% of estimated volume multiplied by the purchase price.

24.1.5 Sale at Roadside (weight) - 5% of estimated weight multiplied by the purchase price.

24.1.6 Delivered In (weight) - 5% of estimated weight multiplied by the purchase price.

24.2 In the event that the deposit is not received by the Auctioneer within the allotted time the Auctioneer will be entitled to inform the Vendor that the lot is not sold and the Vendor shall be free to make alternative arrangements for selling the timber and in such case the Purchaser shall have no claim against the Vendor or the Auctioneer.

24.3 The Purchaser will be responsible for making payment of the rest of the purchase price to the Vendor.

25. INTEREST

The Vendor shall be entitled to charge the Purchaser interest on any part of any overdue payment at the rate of 4% per annum above the Bank of England base rate from the date on which such payment becomes due until paid in full.

26. LOG CLASSIFICATION

Where sawlogs are offered for sale as either "red" or "green" these will be in accordance with Forestry Commission publication "Classification and Presentation of Softwood Sawlogs" (Second Edition), otherwise known as Forestry Commission Fieldbook 9

27. RATE OF SUPPLY

The Vendor shall make the logs available for collection at roadside in reasonably equal monthly quantities having regard to the effect of seasonal working conditions and holidays. Logs will be stacked at roadside in such fashion as to facilitate removal. The Vendor shall notify the Purchaser from time to time of the availability of parcels of logs which need not be equal in size to one month's instalment and the Purchaser shall collect the logs so notified within three weeks of the date of notification.

28. INTERPRETATION

28.1 Scottish Law shall apply to sales of timber where the timber originates in Scotland. English Law shall apply to sales of timber where the timber originates in England.

28.2 Clause headings in these Standard Conditions and in the General Conditions are for ease of reference only and shall not be referred to by way of interpretation or construction.

29. INVALIDITY

If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

TimberAuctions

12th October 2010