

TERMS & CONDITIONS OF SALE

The Customer should read the Company's Terms and Conditions of Sale carefully. If any term or condition is not fully understood please contact the Company for clarity.

Definitions:

The "Company" means Timber Neutral Limited, 211, Ratcliffe Road, Sileby, Leicestershire LE12 7PY. email: info@timberneutral.com Telephone: 01509 812020

The "Customer" means any person, company or third party as detailed in the Contract. The Customer's address and contact details are as supplied to the Company and as detailed in the Contract.

The "Goods" means any goods or services, which are the subject of the Contract.

The "Contract" means a legally binding agreement whereby the Customer agrees to purchase Goods from The Company as detailed on the Company's invoice.

The "Order" means a purchase order, either verbal or written, given by the Customer to the Company to Contract for the Goods under these Terms & Conditions of sale.

The "Price" means the total price of the Goods as detailed in the Contract including VAT.

The "Carrier" means any third party transport nominated by the Company to deliver the Goods to the Customer.

Acceptance of Order: Orders are accepted as a Contract at the sole discretion of the Company and subject solely to these Terms & Conditions of Sale, which supersede and prevail over all other terms or conditions contained in, or referred to, in the Order or in any other correspondence or documents from the Customer unless agreed in Notice by the Company. No statement or quotation made by the Company relating to the Goods, howsoever made, shall constitute an offer to contract.

Quotations: The Company is a 'trade supplier' and as such all prices and quotations exclude VAT and carriage unless otherwise stated. The Company's quotations are valid for 30 days, subject to continued availability of the specific product in the marketplace. A quotation does not constitute an offer to Contract and the Company reserves the right to withdraw a quotation at any time. Where quotations are based on information provided by the Customer, such quotations are subject to the accuracy of that information supplied.

Terms of Payment: Contracts for new Customers will be undertaken on a strictly Pro-Forma basis. Thereafter, unless otherwise agreed in a Notice from the Company the terms of payment for the Contract will be 50% deposit with Order and the balance payable prior to delivery. In the event that the Company agrees credit terms with the Customer and those terms are exceeded for any reason then the Company reserves the right to enter upon the Customers premises, or any premises where the Goods are believed to be located, to recover the Goods or any other goods supplied by the Company to the value of the Contract.

Title/Risk: Title in the Goods will pass to the Customer when the Company receives full payment for the Contract, and that payment has entered the Company's bank account as cleared funds. Risk in the Goods will pass to the Customer immediately on collection of the Goods by the Customer or their servant from the Company's premises or upon Delivery to the Customer by the Carrier. Until Title in the Goods has passed to the Customer the Company shall have the right at any time to enter upon the Customer's premises or any other site or premises to recover the Goods.

Sizes for Wood Flooring Goods: Wood flooring Goods may be described in Imperial or Metric dimensions. Unless specifically stated on the Contract Imperial dimensions may be converted to their Metric equivalent or vice versa. A tolerance of +/- 5% is allowed for machining. In the event of a specific size being unavailable the Company reserves the right to give Notice of their intention to upgrade the Customer, at no additional cost, to the nearest available size up.

Waste in Wood Flooring Goods: The Customer can expect to discard 10%-20% of the Goods in the installation process. As a guide only, in order to fit a floor area of 100m² with boards up to 150mm wide the Customer should allow a minimum additional 10% material for waste. For boards of 150mm and wider the Customer should allow a minimum additional 15% material for waste. The precise amount of waste will be dependant on the layout of the area to be fitted and it is the Customer's sole responsibility to measure and compute total areas, waste and Goods required.

Board Ends and Mid-Board Issues in Wood Flooring Goods: Some boards may have irregular ends and/or end cracks, mid-board open knots over 10mm diameter, dead knots and/or splits. Unless expressly agreed in the Contract, the Company will not remove these issues. However, the Customer is not charged for these issues as additional goods are supplied to compensate for them.

Allowed Knots and Mid-Board Marks in Wood Flooring Goods: Some boards may have knots or marks. In the Company's opinion these knots and marks give the boards natural character which the Customer may remove during installation if not desired. However, in order to ensure the longest possible board lengths, the Company does not remove these knots/marks.

Grades of Wood Flooring Goods: The Company supplies the following grades of hardwood flooring Goods; *Rustic Grade:* These boards will be approximately 50% knot and issue free.

Character Grade: These boards will be approximately 80% knot and issue free. *Prime Grade:* These boards will be approximately 95% knot and issue free. *Reclaimed:* unique and infinitely variable.

Warping and/or Cupping of Wood Flooring Goods: Some boards may have a slight cup or bend as a result of the grain pattern in the board. This is allowed and can be more evident with long boards. When the board is installed it can be flattened and/or bent to true.

Quality of Finish of Wood Flooring Goods: Wood flooring Goods may have small splinters or slight variation in height from board to board. This is allowed and can be remedied when sanding the fitted floor.

Samples/Colour/Appearance: Timber Goods are natural products and as such will vary in colour and appearance from tree to tree and from board to board. The Company's samples, photographs and images are representative of type only and no guarantee or warranty is offered or implied as to the precise colour, pattern, grade, appearance, ratio of sapwood to heartwood or finished size of any Goods supplied under any subsequent Contract unless expressly written into the Contract. The Customer should note that wood flooring Goods, when delivered in their raw, unfinished state, do not resemble the final, fitted, sanded and finished floor. The Customer should also note that, dependant on species, wood flooring Goods may undergo significant colour changes when a finish is applied and the Customer's choice of finishing product will determine the outcome. The Company accepts no liability for any issues relating to the colour of the finished floor.

Collection of Goods: For the purpose of the Contract, Goods collected by the Customer will be deemed to have been delivered as they are removed from the Company's warehouse and any discrepancy or issue relating to the Goods must be recorded on the Company's delivery note. Once delivered, the Contract will be deemed to have been fulfilled and no right of return or refund will exist.

Collection/Delivery Dates: The Company warrants that it will use its best endeavours to make the Goods available for collection or delivery on the date specified in the Contract. However, supply dates, where specified by the Company, are *best estimates* only and shall be of no contractual significance. The Customer should note that, where the Company is importing the Goods, delays in shipping, at port and with customs are occasionally unavoidable. In the event of any delay in supply the Company will contact the Customer by telephone and agree an alternative collection or delivery date. In the event of any delay in supply the Company will not accept cancellation of the Contract nor pay any penalty to the Customer or any other third parties. The Customer warrants that they will use their best endeavours to collect the Goods on the agreed given date. Should the Customer be unable to collect the Goods or accept delivery of the Goods on the agreed date for whatever reason, then the Company reserves the right to make a charge for storage and insurance of the Goods at the rate of £0.50 per square meter, per week or part thereof. No Goods will be allowed out of storage until all storage charges have been paid and received into the Company's bank account.

Delivery restrictions/problems: Many small streets have weight, height and / or delivery time restrictions that may require the dispatch of a special delivery vehicle. It is the Customer's responsibility to inform the Company prior to delivery if any such restrictions apply. The Customer will be held responsible for all delivery costs if the delivery address is inaccessible due to restrictions that have not been made known to the Company. The Customer hereby agrees to pay the Company for any penalties that are incurred by the Carrier due to: street blockage by delivery vehicle; unloading taking longer than allowed by authorities; parking violations of any kind that occur while the vehicle is unloading at the Customers location.

Unloading: It is the Customer's sole responsibility to unload the Goods from the delivery vehicle. Wood Goods are heavy and the Company hereby advises the Customer that suitable lifting equipment should be used where possible. If unloading by hand, the Customer is hereby advised to wear appropriate protective clothing. The Customer must ensure that a minimum of two able-bodied people are available to unload the Goods. Two such people should be capable of unloading 100m² of wood to the side of the delivery vehicle in approximately 45 minutes. The Customer is hereby given notice that they have a maximum one-hour time limit to unload the Goods and that the Company will charge an additional overtime delivery fee if unloading takes longer. If the Customer makes inadequate arrangements to unload the Goods then, at the Carriers sole discretion, the Goods may be taken away and re-delivered at a future date/time at a further cost to the Customer. The Company accepts no responsibility or liability whatsoever for any injury, howsoever sustained by the Customer when unloading the Goods.

Storage & Installation of Goods: All timber Goods have been kiln dried to 6-10% moisture content and, once delivered, should be stored appropriately in completely dry conditions at all times prior to installation. The Company accepts no responsibility whatsoever for Goods installed in new or renovated buildings which have not adequately dried out. Similarly, the Company accepts no responsibility for any Goods subjected to excessive heat, cold, damp or humidity either in situ or in storage. All locations and situations are different but as an approximate guide only, concrete screeds dry at a rate of 1" per month and fresh plaster requires 1 month to dry in well ventilated conditions. The Company does not carry out installation of the Goods and offers no guarantees whatsoever regarding the installation of the Goods, the viability of any specific fixings or adhesives or provide any warranty as to the suitability of the Goods for any specific purpose. The Company accepts no liability for any issues relating to the installation of the Goods and the Customer is hereby advised to seek the services of a professional joiner or floor fitter.

Returns Policy: All Goods go through the Company's strict Quality Control Department prior to collection or delivery. It is the Customers responsibility to inspect the Goods on delivery and prior to the commencement of any installation work as no complaint will be considered, and no right of refund or return will exist once the Goods have been installed or used or altered in any way whatsoever. If on examination the Customer considers the Goods, or any part of the Goods, to be defective, then the Customer must give Notice to the Company as soon as possible within a maximum of 7 days of the delivery taking place. Upon receipt of Notice the Company will contact the Customer to arrange for the Goods to be returned for examination by the Company. If, in the Company's opinion, the Goods are defective, the Company must be allowed time to rectify the defect within 30 working days of the Notice without penalty. In the event that the Company is unable to rectify the defect within that timescale the Company will make a refund to the Customer, up to a maximum of the full Contract Price. In the event that the Company does not agree the Goods to be defective then the Customer will be liable for any collection/return carriage costs incurred by the Company and the Goods will be made available for collection by the Customer or redelivery by the Company's Carrier at full cost to the Customer. Alternatively, the Company may, at its sole discretion, offer a refund for the Goods returned, less all carriage costs incurred together with a re-stocking fee. It is the Customer's responsibility to ensure that the Goods are securely wrapped and protected for return transit and any failure to do so will result in a sum equal to the cost of rectifying any damaged caused being deducted from any refund made. No claims will be considered for damaged Goods or short delivery of Goods once the Carrier has left the Customer's delivery address unless the delivery documentation has been duly signed for as 'damaged' or 'short'. All 'Special Offer', 'Sale' or 'End of Line' Goods are sold as described and no right of refund or return will exist unless the Goods have been described incorrectly. Any Claim made outside of the Company's Return Policy, as stated herein, may be considered but only at the Company's sole discretion and under the Company's terms.

Goods Supplied to Retail Customers Only: The Company is a Trade Business. However, should the Company Contract with a member of the public, a 'Retail Customer' then the Distance Selling Regulations 2000 apply to the Contract and if, for whatever reason the Retail Customer wishes to return the Goods, they can do so within 7 working days of the delivery date. It is the Retail Customers responsibility to return the Goods through their chosen carrier. The Goods must be returned to the Company in the condition they were delivered with the original packaging intact. The Retail Customer will be liable for the delivery and return carriage costs. This term does not apply to Contracts that are deemed to be for the supply of any special order Goods, reclaimed Goods, customised, bespoke or made-to-order Goods as these are non-returnable unless they are proven to be faulty or damaged, in which case the Goods will be repaired or replaced by the Company within 28 days. If the Company is unable to repair or replace the Goods within that timescale then an offer, either of a refund of the price of the damaged Goods or supply of replacement Goods will be made.

Cancellation: Cancellation of the Contract must be made by Notice to the Company were upon receipt of such the Customer will become immediately liable for all the costs of any work undertaken, materials procured and any other costs or expenses incurred by the Company in fulfilling the Contract up to the date of cancellation.

Notice: Any and all notices "Notice" must be in writing and sent to the contact address, as detailed in the Contract, by email or by recorded post. No other notice shall be of any contractual value. Where possible it should be considered good practice to give prior notice by telephone. However, such prior notice will not be of any contractual value. For the purpose of the Contract, Notice will have been served within 24 hours of the sending of an email or recorded post on any working day, Monday – Friday, excluding Bank holiday periods, which extend to 2 days either side of any statutory Bank holiday date and the Christmas closedown period, which extends from 23rd December to 3rd January.

Jurisdiction: These Terms and Conditions of Sale shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts. If any one or more of the provisions of these terms and conditions are adjudged by any Court to be unfair then only that provision(s) will be unenforceable and the remaining provisions will continue in full force and effect.

Indemnity & Liability: The Company will not be liable for any losses that were actually unforeseeable to the parties when the Contract was formed, for losses not caused by the Company's breach of the Contract or for any business losses. The Customer shall indemnify the Company in respect of all loss, damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which the Company may become liable in respect of the Goods in the event that such loss, damage, or injury shall have been occasioned by the negligence of the Customer or a third party employed by the Customer.