

## Conditions of Sale

1. The placement of an order implies the unconditional acceptance on the part of the customer to the Timberflor Terms and Conditions of Business as set out below .
2. The description and prices shown in the most recent price list are current at the date printed on the lists but are subject to change without notice. Goods are invoiced at the prices ruling at the time of despatch. Details of alternations are available on request.
3. If applicable, payments must be received on the 20<sup>th</sup> of the following month after deliver. For non-account customers, payments must be made prior to order being despatched. Bespoke orders will require a 50% deposit payment and final 50% payment prior to delivery.
4. The Trade Prices in the lists are those applicable to orders received for full cartons, rolls, packages, units or multiples thereof.
5. Carriage chargeable at whichever rate applies at time of order, as stated in the Timberflor price list. These prices may change depending on fuel costs and area for delivery. For orders of under 12m2 an additional £20 charge is added and if a smaller vehicle is requested, an additional £15 is added as well.
6. Our wood flooring packs can weigh up to 35kg each. Our customers must ensure someone is available to assist with the offloading. If you are not able to help with this, the delivery may fail and a surcharge may be incurred.
7. Variations in colour occur due to changes in the nature of raw material used in manufacture. Cartons and packages are clearly marked with product details and the goods must be checked before laying. No claims will be accepted for mismatched or faulty material if the material has be cut or laid.
8. Claims arising from damage, delay or partial loss of goods in transit must be made in writing to the Company within 3 days, and the delivery ticket must be signed subject to damage or discrepancy. Claims for non-delivery must be made to the company within 10 days of invoice.
9. All goods supplied by the company remain its property until paid for and it is a condition of any contract that the customer is deemed to have given his irrevocable authority for the company to enter his land and remove its goods at any time, and /or sever from the customers' land or that of any person or company who has notice of these conditions, any goods belonging to the Company which may have become a fixture. Notwithstanding the foregoing, from the time when the customer has collected goods, or when the Company has delivered the goods either to the customer or to any independent carrier, then the risk therein and all liability to third parties in respect thereof shall pass to the customer, and the customer shall accept the responsibility for, and shall carry the loss arising from damage to the Company's goods however caused.
10. The Company endeavours to execute all accepted orders with reasonable promptness but shall not be liable in any way for any loss or damage resulting from delays or defaults in making deliveries. Likewise The Company will not be liable in any way for the loss or labour costs resulting from delays or defaults in making deliveries howsoever caused.
11. When delivering to site on behalf of a customer, company driver or couriers must be able to obtain a signature as proof of delivery. We reserve the right to retain the goods should nobody be prepared to accept responsibility for them. The Company will accept no responsibly for the unloading of goods on site nor their storage or security.
12. Materials will only be accepted back by prior arrangements and a handling charge of a minimum 15% will be made. Non stock or special orders cannot be cancelled or accepted back once the order has been placed and processed.
13. Nothing in the Price List shall be deemed to constitute an offer and The Company reserves the right to reject any orders. No order is binding on The Company until an official acknowledgement, letter or despatch document has been raised on its official forms.
14. The placing of all orders implies the unconditional acceptance by the customer of this and all the preceding Conditions of Sales. Any qualifications of variation in the customers' order or acceptance or otherwise shall be excluded unless expressly agreed by Company in writing, and no employee or agent of the Company is authorised to make oral variations to these conditions.
15. The Company will not be liable in any way for replacement materials or labour costs resulting from incorrect material supplied. The company liability will be restricted only to the supply of replacement materials should it be proven that the company is at fault.
16. Timberflor Ltd is not responsible for the acclimatisation of our products sold: it is solely our customers' responsibility. We expect our customers to work to "Industry Standards, BS8201 and Timberflor Ltd/Original Timber's installation recommendations.
17. "The Company" in all the above conditions refers to Timberflor Ltd and/or its servants.

Original Timber is a Timberflor Ltd brand.

Registered Office:  
39 & 40 Eldon Way  
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TN12 6BE

Registered No. 6534015

Directors: D Wilks & L Wilks