

THE NATURAL WOOD FLOOR COMPANY LTD CONDITIONS OF SALE

1. Business Customers and Consumers

1.1 Some of these terms apply to consumers only; some apply to business customers only. These terms are marked as such.

1.2 All other terms apply to all customers.

1.3 You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or you use the goods in the course of your business.

1.4 If you are not a business customer, you are a consumer. Your statutory rights are unaffected by these terms.

2. Definitions

2.1 The Company means The Natural Wood Floor Company Ltd.

2.2 The Customer means the business customer/consumer of the Company.

2.3 The 'Contract' means any contract for sale of goods by the Company to the Customer.

2.4 The 'Goods' mean any goods forming the subject of this contract including parts and components of or materials incorporated in them.

3. Quotations

3.1 All quotations by the Company are subject to acceptance within 28 days. The Company reserves the right to withdraw a quotation at any time before it has been accepted by the Company. No quotation issued by the Company shall constitute an offer to supply goods.

3.2 Verbal quotations for stock availability are correct at the time given by the Company, but unless confirmation of an order by the Customer is given immediately the Company cannot guarantee stock availability.

3.3 Quotations are only valid in writing & signed by authorised personal only, or in the form of an official pro-forma invoice.

4. Delivery

4.1 Adequate labour etc. must be provided for unloading.

4.2 Goods are delivered to ground floor only, with the exception of Decking, which is to curbside only.

4.3 The Company can refuse delivery to site if it is deemed dangerous to the driver.

4.4 The Company has no responsibility or liability for the unloading of goods on site and for the storage and security of such goods.

4.5 When delivering to site the Company's drivers can refuse delivery in the absence of a signature for receipt from an authorized person as proof of delivery.

4.6 Any period or date of dispatch quoted is an estimate only and the Company shall not be liable for any loss or damage arising directly or indirectly from delay in dispatch or delivery.

4.7 Risk in the goods shall pass to the Customer when the Customer or its agent takes delivery of the goods.

4.8 The Company cannot be held responsible for non-delivery caused by the existence or apprehension of war, acts of terrorism, declared or undeclared hostilities, quarantine, riots or strike.

4.9 If a delivery is refused or nobody accepts the order, re-delivery will be charged at twice the charged amount.

4.10 A 25% handling fee will be charged on all returned goods. Excluded from this charge is the pick-up fee, which is not negotiable.

4.11 Delivery in instalments should be treated separately and each delivery is separate contract.

5. Price

5.1 Goods will be invoiced at the prices current at the time of dispatch. Descriptions and prices in the Company's price list are only current at the day the list is produced. Details of alterations are available on request.

5.2 Account Customers invoices are payable on the 14th day of the month following date of invoice. If an invoice is not paid by the due date all invoices rendered become due whether due or not, become payable forthwith without demand.

5.3 The price list is not an offer. The Company can reject any order. The Company is not bound by an order until an official acknowledgement letter or dispatch document has been raised on its official forms.

5.4 All goods supplied by the Company remain its property until paid for. The Company reserves the right of disposal of all goods delivered to the Customer until paid for. The Customer will not deface or remove the Company's notices of ownership and Retention of Title affixed to goods until paid for. If the Customer sells goods delivered by the Company before they are paid for it will do so as agent of the Company. Notwithstanding the foregoing, risk in goods delivered by the Company and all liability to third parties in respect of the goods will pass to the Customer from the time when the customer has collected the goods, or when the Company has delivered them either to the Customer or to an independent carrier. The Customer will bear responsibility and risk for any loss arising from damage or theft of the Company's goods however caused.

5.5 If goods are not paid for we reserve the right to enter the Customer's premises to retrieve the goods even if they have been laid.

5.6 If a customer fails to pay for goods or stops payment, the company has the right to claim legal fees and any other costs as a result of the customer's failure to pay.

6. General

6.1 The Company only supplies wood flooring and accessories and does not fit or lay any type of floors. Any claims arising from badly laid or incorrectly supplied floors are the responsibility of the Customer or their agents.

6.2 All orders accepted by the Company are subject to these terms and conditions. These terms and conditions will prevail if there is any inconsistency between them and any Customer's conditions.

6.3 The Company excludes any liability for recommending floor fitters or individuals. Should there be any dispute as to the quality of the workmanship this must be between the Customer and the fitter not the Company.

6.4 Samples. Each piece of wood is unique in grain and colour and therefore cannot be truly representative of a finished installation.

6.5 The Company may at its discretion suspend or terminate the supply of any goods, if the Customer fails to make payment or defaults in any of its obligations under the contract or any other agreement with the Company.

6.6 Any qualification or variation to these conditions in the Customer's order or made otherwise by the Customer is excluded from the contract unless expressly agreed by the Company in writing. Oral variations to these conditions have no effect.

6.7 The contract or its agreement shall be governed by English Law and the Customer consents to the exclusive jurisdiction of the English Courts in all matters regarding this contract except to the extent that the Company invokes the jurisdiction of the Courts of any other Country.

6.8 It is strongly recommended that the wood be left to acclimatize at house temperature for a minimum of 10 days prior to fitting.

6.9 Wood should be stacked and spaces should be allowed every 5-8 boards to help air flow.

6.10 We reserve the right to refuse any out of stock/ opened or damaged goods returned to our warehouse.

6.11 No goods will be accepted back after 21 days from delivery.

6.12 If goods are sold to a Business Customer that has not been paid and are delivered to a third party the Company still retain ownership. If the original purchaser becomes insolvent or applies for receivership the third party will become liable for the goods.

7. Claims

7.1 Any claim for non-delivery of any goods should be notified in writing by the Customer to the Company within 5 days of the date of the Company's invoice.

7.2 Any claim that the goods have been delivered damaged or not the correct quantity or do not comply with their description shall be notified by the Customer to the Company within 7 days.

7.3 Verbal advice given by the Company is by no means a guarantee unless put in writing by the Company. Furthermore the Company cannot be held responsible to hearsay.

7.4 The Company is not liable for any badly or incorrectly laid floors or any subsequent damage, liability or costs incurred from any independent arbitration arising from verbal or referred recommendations of floor installers given by the Company or any of its representatives.

7.5 Any alleged defect shall be notified by the Customer to the Company within 7 days of the delivery of the goods or in the case of any defect that is not reasonably apparent on inspection within 7 days of the defect coming to the Customer's attention prior to installation or laying of flooring. In any event within 28 days of delivery.

7.6 If the Customer establishes that any goods are defective, the Company shall as its option replace with similar goods or repair any defective goods.

7.7 Where the Company is liable in accordance with these conditions in respect of only some or part of the goods, the contract will remain in full force and effect in respect of the other or other parts of the goods and no set-off or other claim shall be made by the Customer against or in respect of such other or parts of the goods.

8.0 Consumers

8.1. Sales of goods act 1979 applies.

FURTHER TERMS AND CONDITIONS ARE AVAILABLE ON REQUEST