

## Terms and Conditions of business

### 1. DEFINITIONS

- a. 'BUYER' means the customer or business who agrees to buy the Goods from the Seller.
- b. 'CONDITIONS' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- c. 'CONTRACT' means the contract between the Seller and the Buyer for the supply of Goods in accordance with these conditions.
- d. 'DELIVERY DATE' means the date specified by the Seller when the Goods are to be delivered.
- e. 'GOODS' means the articles which the Buyer agrees to buy from the Seller.
- f. 'PRICE' means the price for the Goods, carriage, packing, excluding insurance and VAT and such other extra charges as may be quoted by the Seller or as may apply in accordance with these conditions.
- g. 'SELLER' means Worcester Timber Products Ltd whose registered office is at Unit 6, Beech Drive, Hartlebury Trading Estate, Worcestershire, DY10 4JB.

### 2. CONDITIONS APPLICABLE

- 2.1 These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may seek to apply under any purchase order confirmation or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and Conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Any samples, drawings, images, descriptive matter, brochures, illustrations or advertising issued by the Seller (in print and on the internet) are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of these conditions or have any contractual force.
- 2.6 Any advice, statement, promise, recommendation or representation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the Goods or otherwise is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable in any way for any such advice, statement, promise, recommendation or representation given.
- 2.7 These terms and conditions and any documents incorporating them or incorporated by them constitute the entire agreement and understanding between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, understandings and representations between them, whether written or oral.
- 2.8 Nothing in these Terms & Conditions shall affect the statutory rights of any Buyer dealing as a consumer.

### 3. PRICE & PAYMENT

- 3.1 The price shall be the Seller's quoted price. The price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 For account customers, payment is due 14 days from the date of the invoice. If this condition is not complied with the Seller reserves the right to require payment by pro forma invoice, and

- to appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other Contract) as the Seller may deem appropriate.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above Barclays Bank base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.
- 3.4 The Seller reserves the right to grant, refuse restrict or cancel credit terms in its sole discretion.
- 3.5 In the event of non-payment of any account as and when it falls due, whether such payment relates to the same or any other Contract entered into by the Buyer, the entire balances outstanding upon the Buyer's various accounts with the Seller (including accounts due for Goods to be supplied or supplied but not yet invoiced) will become immediately due and payable.
- 3.6 No disputes arising under the Contract nor delays shall interfere with prompt payment by the Buyer. The Buyer may not set up against the Seller any breach of warranty or condition (express or implied) in diminution or extinction of the price and Section 53(1) (a) of the Sale of Goods Act 1979 is hereby excluded.
- 3.7 Unless otherwise stated quotations are based on current cost of material and transport and any variation between quotation and supply shall be the subject of a price adjustment.
- 3.8 The Seller reserves the right to increase the price of the Goods, by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods to the Buyer that is due to:
- any factor beyond the control of the Seller (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - any incorrect Prices stated on the Seller's website including any omissions or errors by the Seller in respect of delivery charges on any quotations;
  - any request by the Buyer to change the Delivery Date(s), quantities or types of Goods ordered, or the specification of the Goods; or
  - any delay caused by any instructions of the Buyer in respect of the Goods or failure of the Buyer to give the Seller adequate or accurate information or instructions in respect of the Goods or delivery of the Goods.
  - Quotations may be withdrawn by the Seller at any time and if not shall lapse 30 days from their date.
- 3.9 Klarna. In cooperation with [Klarna](#) Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment options. Payment is to be made to Klarna:
- Pay in 3
  - Pay Later

Further information and Klarna's user terms you can find [here](#). General information on Klarna can be found [here](#). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in [Klarnas privacy statement](#).

#### 4. THE GOODS

- 4.1 Due to the nature of the Goods supplied, variations in markings, size, shape, colour, texture and general quality should be expected for all Goods including those where the Seller has been instructed by the Buyer to apply a coating to the Goods. The Seller neither guarantees nor warrants that such variations will not occur, or that the Goods will conform to any sample either in markings, size, shape, colour and general quality.
- 4.2 The Seller recommends that the Buyer reads and understands all relevant technical information provided by both the Seller and any other recognised trade organisations before

placing an order. The Buyer must satisfy themselves that their chosen Product is suitable for the purpose for which it is intended and Buyers are advised to view as much of the Goods as possible before placing an order and entering into the Contract.

- 4.3 The vast majority of the Seller's product range conforms to internationally recognised certification schemes including FSC
- 4.4 The Seller is continually improving the specification and design of its product range and whilst care is taken to see that literature produced by the Seller is up to date on the date of its production, such literature should not be regarded as an absolute guide to current specifications and the Seller reserves the right to modify any of its products without notice and without any liability on the part of the Seller.
- 4.5 The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements.

## 5. QUALITY OF GOODS

- 5.1 Subject to clause 4, the Seller warrants that on delivery the Goods shall conform in all material respects with their description and any applicable specification agreed by the Seller.
- 5.2 Subject to clause clause, if:
  - (i) the Buyer gives notice in writing within 72 hours of delivery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
  - (ii) the Seller is given a reasonable opportunity of examining such Goods; and
  - (iii) the Buyer returns the Goods to the Seller's place of business at the Buyer's cost, the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Seller shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
  - (i) the Buyer makes any use of such Goods after giving notice in accordance with clause 5.2
  - (ii) the defect arises because the Buyer failed to follow the Seller's oral or written instructions (contained in our Buyer's Guide or otherwise) as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
  - (iii) the defect arises as a result of the Seller following any drawing, design or Goods specification of any kind supplied by the Buyer;
  - (iv) the Buyer alters or repairs such Goods without the written consent of the Seller;
  - (v) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal conditions;
  - (vi) the Goods differ from the Goods specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 These conditions shall apply to any repaired or replacement Goods supplied by the Seller under clause 5.2.

## 6. BUYER'S OBLIGATIONS

- 6.1 The Buyer shall:
  - (i) ensure that the terms and quantity of the order and any specification, instructions and measurements supplied to and/or agreed by the Seller are complete and accurate;
  - (ii) co-operate with the Seller in all matters relating to the supply of the Goods; and

- (iii) provide the Seller with such information as the Seller may reasonably require to supply and deliver the Goods, and ensure that such information is complete and accurate in all material respects.

6.2 If the Seller's performance of any obligation in respect of the supply or delivery of Goods is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (Buyer Default):

- (i) the Seller shall without limiting its other rights or remedies have the right to suspend performance of the Contract until the Buyer remedies the Buyer Default, and shall rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;
- (ii) the Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 6.2; and
- (iii) the Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default

## 7. WARRANTIES & LIABILITY

- 7.1 The Seller will not accept any claim for any indirect or consequential loss of any kind, financial loss, loss of profit or loss of use howsoever caused.
- 7.2 No claim will be entertained by the Seller if made where the materials have been incorporated, whether by or on behalf of the Buyer, or by anyone else, into other Goods.
- 7.3 The Seller's liability for any failure to supply or any defects or want of quality in the Goods supplied hereunder shall not exceed an amount equivalent to the Price save in the case of death or personal injury where the Seller is shown to have been negligent in the supply of Goods.
- 7.4 All implied terms, conditions and warranties relating to the quality and/or fitness for purpose of the Goods or any of the Goods are excluded.
- 7.5 Nothing in these terms and conditions shall limit or exclude the Seller's liability for fraud or fraudulent misrepresentation.

## 8. DELIVERY

- 8.1 Delivery dates are given as accurately as possible but while every reasonable effort will be made to comply with such dates compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any Delivery Date stated.
- 8.2 Where the price includes delivery to site delivery will be at the kerbside or if agreed in writing by the Seller at the nearest point via and on a hard road suitable for heavy vehicles. The Buyer must also ensure adequate persons are on site at the time of delivery to assist with unloading.
- 8.3 The Buyer will be responsible for ensuring that delivery is effected on the Delivery Date, promptly and without any additional cost to the Seller. The Seller reserves the right to make additional charges if the Buyer fails to comply with this clause including the costs of re-delivery (as the case may be) or any parking charges arising from or in connection with the delivery and off-loading of the Goods.
- 8.4 If the Buyer requests Goods to be delivered without a signature the Buyer will take on full responsibility for any loss or damage after delivery has taken place.

- 8.5 For international deliveries, the Buyer shall be responsible for payment of any applicable import duties and taxes. Buyers are advised to contact their local customs office for further information before placing an order.
- 8.6 If a vehicle used for performing the Seller's Contract with any Buyer delivers a load to a place situated off a public road the Buyer is to be solely responsible for any accident or damage resulting in consequence. The Seller allows 30 minutes for off-loading vehicles. If a vehicle is detained in excess of this time the Seller reserves the right to make additional charges.
- 8.7 Prices only cover delivery on normal working days during the hours of 7:30am – 5:30pm. Any delivery made at the Buyer's request on public holidays, weekends and outside of the above hours will be subject to an additional charge and the seller obtains right to refusal out of standard operating hours.
- 8.8 If the Buyer fails to accept delivery of Goods on the Delivery Date or within 3 days of notification that they are ready for despatch whether prior to or after the Delivery Date the Seller reserves the right to invoice the Goods to the Buyer and charge him therefore. In addition, the Buyer shall then pay reasonable storage charges or demurrage as appropriate in the circumstances until the Goods are either despatched to the Buyer or disposed of elsewhere.
- 8.9 The Seller shall be entitled to deliver the Goods by instalments and where the Goods are so delivered, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat any other related Contracts as repudiated.
- 8.10 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the delivery date.

## 9. ACCEPTANCE

- 9.1 The Buyer must inspect the Goods on delivery or collection to ensure that they are the correct type, satisfactory quality and undamaged.
- 9.2 The Buyer shall be deemed to have accepted Goods 72 hours after delivery or collection. Accordingly, no claim for defect, damage or quality will be entertained unless written notice together with all supporting evidence is received by the Seller within 72 hours of delivery.
- 9.3 The Buyer shall accept delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that any such discrepancy shall not exceed 5%, the price to be adjusted pro rata to the discrepancy.

## 10. CANCELLATION

Clauses 10.1 to 10.3 only apply if the Buyer is acting for a purpose outside a business and there has been a distant contract. Clauses 10.4 and 10.5 apply to all other contracts. Clauses 10.6 and 10.7 apply to all contracts.

- 10.1 Under the Consumer Contracts Regulations the Buyer has a right to cancel their order or any Goods purchased on the Seller's website at any time before the Goods are despatched, or within 14 days of delivery or collection of the Goods for a full refund excluding the cost of return shipping providing the Buyer takes reasonable care of the Goods whilst they are in the Buyer's possession and the Goods are returned to the Seller undamaged, in their original packaging and are fit for sale. The Seller reserves the right to refuse any refund or to be

reimbursed as appropriate in the circumstances for any damage to the Goods if this clause is not complied with.

- 10.2 If the Buyer wishes to cancel their order at any time after the 14 days following delivery or collection of the Goods such cancellation will be at the absolute discretion of the Seller. In the event that such cancellation is accepted by the Seller, any refund will exclude the cost of delivery, the costs of return shipping where applicable and a stocking and administration charge of up to 20% of the Price will apply.
- 10.3 If the Buyer wishes to cancel you must let the Seller know in writing via email to [info@worcestertimberproducts](mailto:info@worcestertimberproducts) or post at the above address within 14 days of delivery or collection.
- 10.4 In the case of all other Contracts, cancellations will not be accepted after 3 days of delivery or collection, will be at the absolute discretion of the Seller and will not be agreed unless confirmed so by the Seller in writing. All refunds shall exclude the cost of delivery and shall be subject to a stocking and administration charge of up to 25% of the Price. In the event that a cancellation is accepted by the Seller in accordance with this clause, the Buyer shall arrange for return of the Goods at its own cost and shall ensure that the Goods are undamaged, in their original packaging and be fit for sale. The Seller reserves the right to refuse any refund or to be reimbursed as appropriate in the circumstances for any damage or recovery costs in respect of the Goods if this clause is not complied with.
- 10.5 Additionally, in the event that a cancellation is accepted by the Seller, the Seller reserves the right to retain any deposit paid by the Buyer.
- 10.6 The Seller shall not accept any cancellations for special order or personalised Goods or if the Buyer has incorporated the Goods into a different product or made use of the Goods in any way. Non exhaustive illustrations of special order or personalised Goods include pre-sanded timber, pre-finished timber, specially mixed paints and stains or any other Goods which by reason of their nature cannot be returned or resold.
- 10.7 The Seller shall not issue a refund to the Buyer until the Goods are returned in accordance with this clause 10 (as the case may be) and are inspected by the Seller.

## 11. TITLE & RISK

- 11.1 Risk of damage or loss of the Goods shall pass to the Buyer, in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection, or in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery.
- 11.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and of all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 11.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 11.4 Until such time as the property in the Goods passes to the Buyer (and provided that the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so

forthwith to enter upon any premises of the Buyer or of any third party where the Goods are stored and repossess the Goods.

- 11.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 11.6 The Seller shall be entitled to recover the Price notwithstanding that property in any of the Goods has not passed from the Seller.

## 12. INSOLVENCY OF BUYER

- 12.1 If the Buyer fails to make payment for the Goods in accordance with the Contract of sale or commits any other breach of this Contract of sale or if any distress or execution shall be levied upon any of the Buyer's property or the Goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law or if any such matter as provided for in this clause is reasonably apprehended by the Seller all sums outstanding in respect of the Goods shall become payable immediately.
- 12.2 The Seller may also in its absolute discretion, and without prejudice to any other rights which it may have, exercise any of its rights pursuant to clause 11 above.

## 13. HEALTH & SAFETY

- 13.1 The Buyer shall ensure that the Goods are offloaded, located and used properly and responsibly in accordance with the Health and Safety at Work Act 1974 and any other relevant statutory provisions.
- 13.2 The Buyer is solely responsible for the removal and disposal of any packaging in respect of the Goods.

## 14. FORCE MAJEURE

- 14.1 The Seller shall not be liable for any failure to deliver Goods arising from circumstances outside the Seller's control.
- 14.2 Non-exhaustive illustration of such circumstances would be an act of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, Government action or regulations (UK or otherwise), delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities.
- 14.3 If the circumstances preventing delivery are still continuing three months after the said circumstances have arisen, then either party may give written notice to the other cancelling the Contract and neither party shall be under any further liability to the other except that the Buyer shall be liable to pay the Contract price less a reasonable allowance for what has not been performed by the Seller.

15. WAIVER

- 15.1 A waiver of any right or remedy by the Seller under the Contract or by law shall only be effective in writing and shall not be deemed a waiver of any subsequent breach or default.
- 15.2 A failure or delay by the Seller to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. SEVERANCE

Any provision of this Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.

17. ASSIGNMENT

This Contract is personal to the Buyer and the Buyer shall not assign any of its rights or obligation under it without the Seller's written consent.

18. NO SET OFF

- 18.1 The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off, deduction or counterclaim which the Buyer may have or allege to have or for any reason whatever.
- 18.2 The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

19. GOVERNING LAW & JURISDICTION

All Contracts between the Seller and Buyer shall be governed in all respects by the law of England and the Buyer hereby submits to the exclusive jurisdiction of the English court



