

TERMS & CONDITIONS FOR TRADE

TIMCO WOOD TRADING LTD
REGISTERED IN ENGLAND AND WALES NO 09562723

REGISTERED OFFICE ADDRESS:
IP MAN & CO,
SUITE 21 CAMEO HOUSE,
LEICESTER SQUARE,
LONDON, WC2H 7AS

1. General

- 1.1. The Seller is defined as: Timco Wood Trading Limited addressed at: IP MAN & CO, SUITE 21 CAMEO HOUSE, LEICESTER SQUARE, LONDON, WC2H 7AS whose Registration No. is: 09562723, (herein referred to as the "Seller").
- 1.2. You (herein referred to as the "Buyer") are registered as a business customer with the Seller and these are the Terms and Conditions of Sale (herein referred to as the "Terms") that apply between the Seller and Buyer.
- 1.3. By purchasing any goods (the "Goods(s)") from the Seller, the Buyer has acknowledged, read, agreed to be bound by these Terms & Conditions.
- 1.4. A working day is any day other than weekends and bank and/or other public holidays.
- 1.5. This agreement, (the "Contract") is defined as the Contract between Seller and Buyer for the sale of Goods in accordance with these Terms.
- 1.6. In this Contract, the following interpretation applies:
 - 1.6.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.6.2. A reference to a party includes its personal representatives, successors or permitted assigns.
 - 1.6.3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
 - 1.6.4. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - 1.6.5. A reference to writing or written includes faxes and e-mails.
- 1.7. The Buyer acknowledges that the Buyer has not relied on any statement, promise or representation made or given by the Seller or on our behalf which is not set out in the Contract.
- 1.8. Any samples, drawings, descriptive matter, advertising, illustrations, information, website content in the Seller's catalogues, brochures and/or website are issued or published for the sole purpose of giving an approximate idea of the Goods and shall not form part of the Contract or any other agreement between the Seller and Buyer.

2. The Goods

- 2.1. The Seller only supplies the Goods to the Buyer and the Buyer agrees and accepts that the Goods supplied:
 - 2.1.1. are a type of building materials;
 - 2.1.2. require assembly by a qualified, skilled builder and/or civil engineer;
 - 2.1.3. do not constitute as a finished product by itself and/or is not a completed product or Goods.
- 2.2. Relevant information of the Seller's Goods are available from the Seller's website or upon request by emailing the Seller at info@timcowood.com.
- 2.3. Goods are supplied on condition that the Buyer undertakes at all times to take notice of and comply with (and draw to third parties' attention and require third parties to take notice of and comply with) all instructions and recommendations issued with or contained on or relating to the Goods or relevant data sheets, and all reasonable and prudent precautions as to installation, use, maintenance, cleaning and otherwise.
- 2.4. The assessment of the Goods' suitability, quality and fitness for purpose is the Buyer's responsibility irrespective of any specifications, formulations, data, literature and statements as to content, suitability, performance or otherwise, issued and description and samples given, by the Seller.
- 2.5. All sizes, colours, finishes and any other descriptions or specifications published in any brochures, promotional or other information published in any medium are as accurate as possible within normal manufacturing tolerances and, in keeping with its policy of continual development, The Seller reserves the right to alter such specifications and to supply Goods to the Buyer reflecting such altered specifications

without prior notice to the Buyer provided that such alterations do not materially affect the characteristics of the Goods. Slight deviations within accepted tolerances shall not entitle a Buyer to cancel an order, return Goods or claim compensation.

2.6. Composite Goods are extrusion products made by mixing natural and man-made materials. Greatest efforts are made to ensure consistency and uniformity during production. However the Buyer recognises and acknowledges that there may be a variance of colour and finish. Slight deviations in colour and or dimensions or weight or finish shall under no circumstances be the subject to any rejection or claim against the Seller.

2.7. Any defects found in part of the Goods shall not entitle the Buyer to reject the remaining Goods.

3. Prices

3.1. All prices are:

3.1.1. Supply only

3.1.2. Are exclusive of VAT

3.1.3. Are exclusive of all costs and charges in relation to packaging, loading, unloading, carriage and insurance.

3.1.4. Are valid for 30 days from quotation unless otherwise agreed.

3.2. If the cost of the Goods to the Seller increases due to any factor beyond the Seller's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, the Seller reserves the right to increase the Price prior to delivery.

4. Purchase of Goods

4.1. The Seller's price list or quotation is an invitation to accept offers for such Goods and is not an offer to sell at the listed price nor is it binding on the Seller. The Seller is under no obligation to accept the Buyer's order (whether or not the order has been acknowledged and payment made).

4.2. The Buyer shall ensure that the information of its order is complete and accurate.

4.3. It is the Buyer's responsibility to check, upon receipt of the Seller's quotation or proforma invoice, that all details on the Seller's quotation or proforma invoice are correct and match the Buyer's requirements/order. If the Buyer discovers any error, the Buyer must notify the Seller immediately. No correction or amendment will be allowed once the Buyer's order has been processed and the Goods are packed for delivery.

4.4. All Buyer's orders are subject to acceptance by the Seller, the Seller will notify the Buyer by email confirming whether the Seller has accepted the Buyer's order (the "Acceptance Confirmation"). At the same time, if the Seller has accepted the Buyer's order, the Seller will notify the Buyer of the delivery dates. The Contract will only be formed when the Seller sends the Buyer the Acceptance Confirmation for the Buyer's order.

4.5. The Contract will relate only to those Goods whose order has been accepted by the Seller in the Acceptance Confirmation. The Seller will not be obliged to supply any other Goods which may have been part of the Buyer's order until the acceptance of such Goods has been confirmed in a separate Acceptance Confirmation.

4.6. Any order (whether or not accepted) is subject to availability of the Goods. If the Goods becomes unavailable prior to delivery, the Seller will notify the Buyer as soon as possible following the Acceptance Confirmation. Either the Seller or the Buyer may then cancel the part(s) of the order relating to the unavailable Goods (including any Goods which can be reasonably linked to the unavailable Goods) or the Seller where possible provide the Buyer the choice of purchasing an alternative Good (the "Alternative"). A full refund will be issued to the Buyer for all cancelled parts of the Buyer's order after the Seller has received from the Buyer's sent notification of cancellation of the order. If the Buyer chooses to purchase an Alternative in accordance with Term 4.6, these Terms will still apply. If an Alternative is chosen and payment has already been taken for the order, the Seller will refund to the Buyer any overpayment or, in the case of an underpayment, the Buyer will pay the Seller any additional sums due in relation to the Alternative.

4.7. In the event that a Good is listed or quoted at an incorrect price due to an error, the Seller will notify the Buyer within 14 days of the Acceptance Confirmation of the correct price by e-mail, telephone or fax. Either the Seller or the Buyer may then cancel the part(s) of the order relating to the incorrectly priced Goods (including those Goods which can be reasonably linked to the incorrectly priced Goods) or the Buyer may purchase the incorrectly priced Goods at the correct price. If the Buyer confirms acceptance to purchase the Goods at the corrected price, the Seller will then arrange delivery of the Goods to the Buyer. If payment has been taken for the Goods and the Buyer cancels the order, the Seller will, on return of the Goods (if the Goods have been sent out) issue a refund to the Buyer. If only some of the Goods the Buyer ordered are mispriced, it will not affect the order in relation to any Goods which were priced correctly.

4.8. For the avoidance of doubt, for ordered Goods which are not on the Seller's standard stock list, which are being made to the Buyer's order or which are or have been acquired by the Seller specifically to fulfil the Buyer's order, there will be no right to cancel in respect of those Goods.

5. Payment

5.1. Payment is due at the time of order unless the Buyer has a Credit Account as set out in Term 6.

5.2. Time for payment is of the essence of the Contract.

5.3. The Seller accepts payment by bank transfer, debit or credit card, PayPal or cheque.

5.3.1. Payment by credit card and Paypal will incur an additional 2.5% and 3.4% surcharge respectively.

- 5.3.2. Credit card surcharge and PayPal fee incurred by the Seller are not refundable.
- 5.3.3. Receipts for payment will be issued by the Seller only at the Buyer's request.
- 5.4. No payment shall be deemed to have been received until the Seller has received cleared funds.
- 5.5. The Seller shall not despatch any Goods until the Seller has received cleared funds.

6. Credit Accounts

- 6.1. The Buyer may apply to the Seller in writing to set up a credit trade account ("the Credit Account") which the Seller may grant or refuse at the Seller's absolute discretion.
- 6.2. If the Buyer has a Credit Account, the Buyer will not have to pay the full sum upon ordering but may pay for any Goods ordered within 30 days of the date of the Seller's invoice.
- 6.3. For all orders for Goods that are not on the Seller's standard stock list, which are being made to the Buyer's order or which are or have been acquired by the Seller specifically to fulfil the Buyer's order, the Buyer must pay a non-refundable deposit prior to or upon placing the order. The amount of deposit required will be set out in the Sellers' quotation and confirmed in the Seller's invoice.
- 6.4. By entering into a payment schedule plan with the Seller, the Buyer has acknowledged and accepted that the Contract is also governed by the Seller's Credit Account Terms and Conditions (available upon request) as well as the terms of sale.
- 6.5. If the Buyer fails to pay the Seller any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 8% above the base rate from time to time of Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.6. For the avoidance of doubt, if the Buyer holds a Credit Account, the provisions of Term 6 apply in addition to the other Terms & Conditions and also in addition to the Credit Account's Terms & Conditions which have been provided when the Buyer opens a Credit Account with the Seller but if there is any conflict between the provisions of Term 6 and the Credit Account's Terms & Conditions, Term 6 shall prevail for those with a Credit Account.

7. Delivery & Packaging

- 7.1. The delivery of the Goods is a provision of transport services provided by the Seller for the Buyer.
- 7.2. The Seller is appointed by the Buyer to arrange the delivery of the Goods.
- 7.3. The cost of delivering the Goods is non-refundable.
- 7.4. The Seller shall arrange delivery of the Goods to a location specified in the Buyer's order in the United Kingdom.
- 7.5. The Goods will be delivered to kerbside or as close to the property as access will allow. It is the Buyer's responsibility to ensure that materials are moved from kerbside.
- 7.6. Subject to the specific terms of any special delivery service, delivery may take place at any time of the day and must be accepted at any time of the day by the Buyer.
- 7.7. If the Buyer does specify in writing the protective packaging to the Seller, then the Buyer shall pay the Seller an additional non-refundable charge for packaging materials and services which is to be determined by the Seller. If the Buyer does not specify the protective packaging; how the Goods are packaged shall be at the Seller's sole discretion.
- 7.8. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. In no circumstances shall the Seller be liable for any delay in transit or for consequential loss arising to the Buyer or third parties as a result thereof once the Goods have been collected by or despatched to the liable at all if the Goods shall not have been in its possession or control at any time and the Buyer shall not be entitled to reject the Goods nor withhold payment by reason of the Seller's failure to meet a delivery date.
- 7.9. We will not be liable for any delay in delivery of the Goods that is caused by a force majeure event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 7.10. Carrier freight and insurance will be at the cost of the Buyer and any liability of the Seller is excluded in this respect although the Seller may agree to submit a claim on behalf of the Buyer.
- 7.11. It is the Buyer's responsibility to check the Goods upon delivery. Upon receiving delivery of the Goods and order, the Buyer will be asked to sign for the Goods confirming receipt in good condition. In the case of damage and/or shortage of delivery, details must be endorsed on the Carrier's delivery note and/or receipt and a notice must be given by the Buyer in writing specifying full particulars of the damage and/or shortage and is received by the Seller within 24 hours after delivery of the Goods at the Buyer's delivery address.
- 7.12. In the case of Goods lost in transit, a notice in writing of the non-delivery of Goods from the Buyer is received by the Seller within 48 hours after the agreed delivery date. The Buyer must keep any damaged Goods and ensure any damaged Goods are not exposed to further risk or disposed of without written consent from the Carrier for the purpose of insurance claim.
- 7.13. If the Buyer fails to take delivery of the Goods, the Seller may at its discretion and without prejudice to any other rights:
 - 7.13.1. store and/or arrange for the storage of the Goods and charge the Buyer for all associated costs and/or expenses including, but not limited to, transportation, storage and insurance.
 - 7.13.2. make arrangements for the redelivery of the Goods and shall charge the Buyer for the costs of such

redelivery.

7.13.3. If the Buyer fails to take delivery of the Goods within 14 calendar days from the final request to take up delivery or collection, the Buyer is deemed to give up the title and the Seller reserves the right to dispose of the goods as the Seller sees fit.

7.14. The Seller shall at all times have the right to make delivery of the goods by one or more instalments. The non-delivery of one instalment does not give the right to the Buyer to refuse the delivery of the rest of the agreed instalments.

8. Risk & Title

8.1. Risk in the Goods shall pass to the Buyer either when the Goods are delivered to the delivery address provided by the Seller or when the Seller notifies the Buyer that the Goods are ready for collection.

8.2. Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash and/or in cleared funds, payment in full of the Price for the Goods and all other sums which are or which become due to the Seller for sales of the Goods; in case of delivery by instalments, where payment in full has been made for the relevant instalments.

8.3. Until title of the Goods has passed, the Buyer shall:

8.3.1. hold the Goods on a fiduciary basis as the Seller's bailee;

8.3.2. store the Goods separately from all other goods held by the Buyer so that the Goods remain readily identifiable as the Seller's property;

8.3.3. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.3.4. maintain the Goods in satisfactory condition, keep the Goods insured against all risks for the full price from the date the risk passes to the Buyer;

8.3.5. notify the Seller immediately if the Buyer becomes subject to any of the events listed in Term 11.2; and

8.3.6. give the Seller such information relating to the Goods as the Seller may require from time to time, but the Buyer may resell or use the Goods in the ordinary course of business.

8.4. Before title to the Goods passes to the Buyer, and if the Buyer becomes subject to any of the events listed in Term 11.2, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another Goods, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods at the Buyer's own costs and, if the Buyer fails to do so promptly, the Seller may enter any of the Buyer's premises or of any other third party premises where the Goods are stored in order to recover the Goods. The Seller reserves the right to charge the Buyer in repossessing any Goods.

8.5. If the Buyer sends any content or material covered by intellectual property rights, the Buyer by conduct grants the seller permission and licence to use the intellectual property rights for any purpose as the Seller deems fit.

9. Installation

9.1. The Seller's installation requirements must be observed throughout the decking area in its entirety.

9.2. Any installation carried out by the Buyer and/or its contractors, builders, third parties and end users remains the responsibility of the Buyer or end user.

9.3. Failure to observe the Seller's installation requirements in any way will void any claim by the Buyer against the Seller.

9.4. The Seller's installation construction leaflet is a quick and simple manual and may not cover every installation construction scenario envisaged.

9.5. Each installation and the installation site's natural environmental factor is unique; the methodology used for installation and/or the actual installation and its actual performance are the sole responsibility of the Buyer, end user, Buyer's builders, contractors, agents and/or any other third party using the Seller's Goods.

9.6. Before the Buyer begins installation, the Seller recommends that all designs be reviewed by a licensed architect, or engineer before installation. Please ensure the plan and/or design meet all:

9.6.1. of the Seller's installation requirements;

9.6.2. required health and safety regulations;

9.6.3. required building regulations and permissions.

9.7. If unsure of the best practices, please use suitably qualified personnel to prevent injuries or accidents.

9.8. Installation manuals are available at www.timcwoodtrade.com or for further consultation call the Sales Team on 01438 311203.

10. Cancellation and Return

10.1. The Buyer is not permitted to cancel any orders made with the Seller.

10.2. The Buyer may not return any Goods without the prior written agreement of the Seller.

11. Insolvency/Incapacity

11.1. If the Buyer becomes subject to any of the events listed in Term 11.2, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notify the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become

immediately due. The Contract may be terminated forthwith at any time by the Seller.

11.2. For the purposes of Term 11.1, the relevant events are:

11.2.1. material breach of or any of the obligations under this Contract by the Buyer; or

11.2.2. the Buyer suspends, or threatens to suspend any payment of debts or is unable to pay debts as the debts fall due or admits inability to pay debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

11.2.3. the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

11.2.4. the Buyer as an individual is subject of a bankruptcy petition or order; or

11.2.5. one or more of the Buyer's creditors or encumbrances, attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Buyer's assets and such attachment or process is not discharged within 14 days; or

11.2.6. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer; or

11.2.7. (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver; or

11.2.8. a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets; or

11.2.9. any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Term 11.2.1 to 11.2.8 (inclusive); or

11.2.10. The Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or

11.2.11. (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing its own affairs or becomes a patient under any mental health legislation.

12. Export Terms

12.1. For the purposes of this Term, "Incoterms" shall mean the international rules for the interpretation of trade terms set out in the International Chamber of Commerce Incoterms 2000 and applicable to exports made by the Seller and Buyer under the Contract.

12.2. Where the Goods are supplied for delivery outside the United Kingdom the provisions of this term 12 shall apply notwithstanding the other provisions of these Terms and delivery shall be effected on a Delivered Duty Unpaid (named place of delivery specified the Customer at the time of order) basis as defined by the Incoterms, unless otherwise agreed in writing between the Buyer and Seller.

12.3. The ordering process and formation of the Contract between the Buyer and Seller for exports shall be as set out in term 4 unless otherwise agreed in writing between the Buyer and Seller.

12.4. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of the Incoterms shall have the same meaning in these Terms but if there is any conflict between the provisions of Term 12 and Incoterms, Term 12 shall prevail.

12.5. The Buyer is responsible for complying with any legislation or regulations governing the importation, use or sale of the Goods in the country of destination, the payment of any duties or taxes on Goods, the transportation, carriage and storage of the Goods including without limitation any obligation to translate any instructions, labelling or packaging into another language.

12.6. The price for orders of the Goods to be exported outside the United Kingdom shall be as set out in the Seller's quotation or order acknowledgement and shall not include carriage and insurance unless otherwise agreed in writing.

12.7. The Buyer may set out desirable delivery times and dates in the order which the Seller shall try to meet but time for delivery shall not be of the essence of the Contract.

12.8. The Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

12.9. Unless otherwise agreed in writing, if the Buyer is ordering Goods for delivery outside the United Kingdom the Buyer must pay all sums due, including carriage and insurance costs, upon placing an order.

Orders for Goods will not be despatched until such time as the price (including carriage and insurance costs) is paid in full and received by the Seller in cleared funds.

12.10. Ownership of the Goods shall not pass to the Buyer until delivery is complete and the Seller has received in full (in cash or cleared funds) all sums due to the Seller in respect of:

12.10.1. the Goods; and

12.10.2. all other sums which are or which become due to the Seller from the Buyer on any account or payment schedule.

12.11. Upon delivery of the Goods and by no later than 2 working days after delivery, the Buyer must confirm to the Seller by email that the Buyer has received the Goods and confirms to the Seller whether or not the Goods meet the order, and are undamaged and in satisfactory condition.

12.12. For the avoidance of doubt, if the Buyer is purchasing Goods for export outside the United Kingdom, Term 12 apply in addition to the any other Terms of the Seller but if there is any conflict between the

provisions of this Term 12 and the Buyer's Terms, Term 12 shall prevail.

13. Liability & Exclusions

13.1. The Seller's sole liability shall be at the Seller's option to repair or replace defective Goods, or to refund the contract price for relative part thereof. If the Seller complies with these Terms the Seller shall have no further liability in respect of such Goods.

13.2. The Seller will not be responsible for, costs and expenses incurred with respect to the removal of affected Goods or the installation of replacement materials, including but not limited to, labour, delivery and freight.

13.3. The Seller shall not be liable for any loss of profit, loss of business, depletion of goodwill, damage to reputation or otherwise or other economic loss (whether direct or indirect) or any special or indirect losses, costs, expenses or other claims for special compensation whatsoever and howsoever caused which arise out of or in connection with the Contract.

13.4. Without prejudice to the other provisions of these Terms, the Seller's liability under the contract in respect of any breach of contract, negligence or otherwise, shall not exceed the price paid by the Buyer for the Goods.

13.5. The Seller excludes all liability (howsoever arising) to the Buyer and/or any party for:

13.5.1. Goods which were not installed in accordance with the Seller's installation manual;

13.5.2. Goods which were installed in violation of any applicable building codes and/or regulations;

13.5.3. Goods which have been used, modified or otherwise treated in a manner not intended by the manufacturer;

13.5.4. movement, distortion, settling or collapse of the ground and/or supporting structure upon which the Goods were installed;

13.5.5. faults/damage due to improper handling and/or storage of the Goods;

13.5.6. Goods subjected to conditions outside their design limitations;

13.5.7. Goods that have not been paid in full;

13.5.8. defects resulting from abuse, negligence, improper use, Acts of God and war;

13.5.9. a malfunction or defect of any Goods not provided by the Seller with which the Seller's Goods are used with or combined with;

13.5.10. normal wear and tear;

13.5.11. colour fading/discolouration. As our composite wood is a man-made recycled product, colour fade variations are to be expected. Our warranty does not cover colour fade, discolouration or water marks, stains on our products. The Seller's Goods are made out of both natural materials as well as man-made materials and subject to in particular but not limited to: sunlight exposure, cleaning chemicals, dyes and corrosive chemicals with acidic or alkaline properties.

13.5.12. personal injury suffered by any person howsoever arising

13.5.13. any breach of privacy laws or rights or intellectual property rights which is not in the Seller's direct control.

13.6. The Seller cannot guarantee precise descriptive matching against samples. The Seller's Goods are made from both natural and man-made materials.

13.7. Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

14. Communications

14.1. All notices under these Terms and Conditions shall be in writing and signed by a duly authorised officer of the Buyer and Seller, or on behalf of, the Buyer or Seller giving notice.

14.2. Notices shall be deemed to have been duly given:

14.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

14.2.2. when sent, if transmitted by fax or email and a successful transmission report or a return receipt is generated;

14.2.3. on the fifth business day following mailing, if mailed by national ordinary mail; or

14.2.4. on the tenth business day following mailing, if mailed by airmail.

14.3. All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number known to the other party.

15. Force Majeure

15.1. Neither Buyer nor Seller shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of the Buyer and/or Seller. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

16. No Waiver

16.1. Any waiver by the Seller, for any kind or type of breach by the Buyer of these Terms and Conditions shall not be considered as a waiver or affirmation or acquiescent of any subsequent breach of the same or any other

Term.

17. Severance

17.1. In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that or those provisions shall be deemed severed from the remainder of these Terms and Conditions of which shall remain valid, binding and enforceable.

18. Law and Jurisdiction

18.1. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

18.2. Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

19. Rights of Third Parties

19.1. This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20. Privacy Policy

20.1. The Seller will collect and store data collected from its website, and any other forms of communication or medium as it see fit subject to the Data Protection Act 1998 and any other applicable law.

20.2. The Buyer consents, accepts, agrees to give permission and/or license to the Seller to use, any data collected under this Terms, the Seller will collect and store data collected from its website, and any other forms of communication or medium as it see fit subject to the Data Protection Act 1998 and any other applicable law, as it sees fit for improving the Sellers' website, customer services, statistical analyses, marketing and commercial purposes.

20.3. The Seller will use all reasonable endeavours to ensure that data collected under term 20 is secure and safe.

20.4. The Seller will not be liable for any breach of privacy.

21. Complaints Procedure

21.1. The Seller takes pride of its high standards of customer service, however in the event that the Seller does not meet these standards, please do not hesitate to contact the Seller at Timco Wood Trading Ltd, Unit 4 Senate Place, Whitworth Road, Stevenage, Hertfordshire SG1 4QS.

21.2. The Seller aims to deal with any complaints as soon as possible and make every effort to reach a satisfactory conclusion on the Buyer's behalf in order to retain the Buyer's valued custom.

22. Entire Agreement

22.1. These Terms constitutes the entire agreement between the Seller and the Buyer and supersedes other statements, representation, promises, conditions, understandings or other agreements, whether oral or written.

23. Variation

23.1. The Seller may vary these Terms in relation to future sales from time to time by publishing new Terms on the Website or by otherwise notifying the Buyer of the new Terms.