

TERMS & CONDITIONS

CONSUMER TERMS AND CONDITIONS

TIMCO WOOD TRADING LTD
REGISTERED IN ENGLAND AND WALES NO 09562723

1. Application

These Terms and Conditions shall apply to the purchase of the goods ("Goods") by you ("Buyer") from TIMCO WOOD TRADING LTD of Unit 4 Senate Place, Whitworth Road, Stevenage, Herts. SG1 4QS ("Seller"). No other terms and conditions shall apply to the sale of the Goods unless agreed upon in writing between the Buyer and Seller.

2. Goods

2.1 The description of the Goods is as set out in the Seller's brochure and confirmed in a quotation. In accepting the quotation the Buyer acknowledges that it does not rely on any other representations regarding the Goods save for those made in writing by the Seller. No descriptions of the Goods set out in the Seller's brochure shall be binding on the Seller and are intended as a guide only.

2.2 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

3. Price

3.1 The price ("Price") of the Goods shall be that set out in the Seller's price list current at the date of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer. The Price shall be confirmed in a quotation.

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.

3.3 Any increase in the Price under sub-Clause 3.2 shall only take place upon the Seller informing the Buyer of the increase in writing.

3.4 The Price is exclusive of fees for packaging and transportation / delivery.

3.5 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

4. Basis of Sale

4.1 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

4.2 Any advice or recommendation 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 which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

4.3 No variation to these Terms and Conditions, or to the Contract, shall be binding

unless agreed in writing between the authorised representatives of the Buyer and the Seller.

4.4 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.

4.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4.6 Any quotation is valid for a period of 30 days only from the date shown overleaf unless expressly withdrawn by the Seller at an earlier time.

4.7 The Buyer's order is not confirmed and delivery cannot be arranged until full payment is received by the Seller.

5. Payment

5.1 Following the Buyer's acceptance of the quotation, the Buyer shall make payment to the Seller prior to delivery of goods.

5.2 Payment must be made by the Buyer notwithstanding that delivery may not have taken place and / or that the property in the Goods has not passed to the Buyer.

5.3 We accept payment by bank transfer, debit or credit card or cheque.

5.4 Receipts for payment will be issued by the Seller only at the Buyer's request.

5.5 All payments must be made in Pounds Sterling unless otherwise agreed in writing between the Seller and the Buyer.

6. Stock Availability

6.1 All offers to supply goods from stock are subject to the goods being available at the time of receipt by the Seller of the Buyer's order.

6.2 Where the order is not in stock at the date of receipt of the Buyer's order, then this contract shall not be binding upon the Seller unless and until the goods have been safely delivered to the Seller's premises.

7. Delivery

7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance and/or the Contract as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time during normal opening hours after the Seller has notified the Buyer that the Goods are ready for collection.

7.2 Any time stated in respect of delivery is given in good faith but is by way of estimation only and is not binding on the Seller. The Seller shall not be liable for any direct or indirect loss arising from non-delivery or delay in delivery as a result of any cause beyond the Seller's reasonable control. The Buyer shall have no right to cancel any order, nor to refuse delivery of any consignment on the grounds of delay or non-delivery resulting from such a cause.

7.3 Delivery will be by a third party haulage company who require goods to be forklifted or hand-balled at kerbside. It is the Buyer's responsibility to ensure that materials are offloaded from the vehicle.

7.4 Subject to the specific terms of any special delivery service, delivery may take place between 8:00 and 18:00 of the day and must be accepted at any time during 8:00am -6:00pm of the day.

7.5 If the Buyer fails to take delivery of the Goods the Seller may, at its discretion and without prejudice to any other rights:

(a) store or arrange for the storage of the Goods and shall charge the Buyer for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or

(b) make arrangements for the redelivery of the Goods and shall charge the Buyer for the costs of such redelivery.

7.6 If redelivery is not possible under sub-Clause 7.5(b), the Buyer shall be required to collect the Goods from the Seller's premises and shall be notified of the same. The Seller reserves the right to charge the Buyer for all associated costs including, but not limited to, storage and insurance.

8. Acceptance of Goods

8.1 The Buyer will be deemed to have accepted the goods on receipt of delivery by the carrier to your delivery address.

8.2 The Seller shall have no liability for goods delivered in a damaged condition or lost in transit or for shortages in delivery unless:

(i) In the case of damage or shortage of delivery, details are endorsed on the carrier's delivery note or receipt and notice in writing giving full particulars of the damage or shortage is received by the Seller within 24 hours after receipt of the goods at the delivery address; and:

(ii) In the case of goods lost in transit, notice in writing of the non-delivery is received by the Seller within 48 hours after the date of the advice note or invoice (as the case may be) issued by the Seller.

8.3 Subject to the Buyer's compliance with this Clause 8 and the Seller's agreement with any alleged damage or shortages, the Seller shall make good any and all damage and shortages within a reasonable time.

8.4 The Seller shall be under no liability for and shall not indemnify the Buyer against any matters arising from damage or shortages.

9. Risk and Title

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.

9.2 If the Buyer wrongfully fails to take delivery of the Goods, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Goods.

10. Installation

10.1 Timco Wood installation manual must be followed. Failure to follow the manual will compromise the performance of the products and invalidate the warranty.

10.2 The manual may not cover every installation scenario envisaged. Since each installation is unique; the installation method used and/or the actual installation and its actual performance are the sole responsibility of the installer.

10.3 Timco Wood recommends that all designs be reviewed by a licensed architect, or engineer before installation. Please ensure your plan and/or design meets building regulations and permission before you begin installation.

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

10.5 Copy of installation guides are available via our website www.timcowoodtrade.com or you can call our Technical Support Team on

01438 311203 if you need further assistance.

11. Returns and Refunds

11.1 If the Buyer is not satisfied with the Goods and wishes to return them it may do so provided:

- (a) the Buyer informs the Seller that it wishes to return the Goods within 14 days of delivery;
- (b) the Buyer agrees to bear the cost of delivery to the Seller and take reasonable care to ensure that the goods are received by the Seller and not damaged in transit;
- (c) the goods are received at the Seller's premises within 14 days after the notice of returns is given.
- (d) the Goods remain in their original condition (as delivered);
- (e) any damage will be counted and deducted from the refund.

11.2 A credit note will be raised and refund (after deduction if any) will be made within 14 days of the goods being returned to our premises.

11.3 Goods which have been custom made/cut for the Buyer may only be returned if they are defective. The Buyer's statutory rights are unaffected.

11.4 Any returns of non faulty goods outside the 14 days period will be accepted at the discretion of the Seller and are subject to a re-stocking fee of 25% of the value of the goods.

11.5 For trade customers, separate agreement applied.

12. Defects and Liability

12.1 Any defects in the goods however arising must be notified in writing to the Seller by the Buyer within fourteen days after their receipt.

12.2 In the event of such notice received and the defect complained of being confirmed by the Seller, or by an independent expert, the Seller shall at its option either replace the defective goods free of charge, or allow to the Buyer a credit in the amount of the defective goods.

12.3 Where the goods are reported to be defective they must, if required by the Seller, be retained by the Buyer for inspection by Seller.

12.4 The Seller's entire liability for defective goods is set out in 12.2 and in particular the Seller shall not be responsible for either the cost of removing the goods from any place where they are installed or fixed (or making good the place after removal) or for the cost of installing or fixing any replacement goods.

12.5 Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the contract price.

12.6 The Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or loss of anticipated savings, in each case whether direct, indirect or consequential, or any other indirect loss whatsoever and howsoever caused.

12.7 In no circumstance whatsoever shall the Seller be liable to Buyer for loss or damage howsoever arising unless the Buyer shall have followed the Seller's and/or manufacturer's instructions at all times. Further, in any such case the Seller's liability shall be limited to in 12.5 hereof.

13. Guarantees

The Seller provides no additional guarantees beyond those already supplied with the

Goods (where relevant). Copy of our Warranty is available via our website www.timcowoodtrade.com.

14. Communications

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

14.2 Notices shall be deemed to have been duly given:

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

(b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

(c) on the fifth business day following mailing, if mailed by national ordinary mail; or

(d) 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 notified to the other party.

15. Force Majeure

Neither party 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 that party. 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

No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

17. Severance

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

18. Rights of Third Parties

This contract does not and is not intend to confer any rights or remedies upon any person other than the parties.

19. Law and Jurisdiction

19.1 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.

19.2 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.

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 by post to TIMCO WOOD TRADING LTD, Unit 4 Senate Place, Whitworth Road, Stevenage, Hertfordshire SG1 4QS or by email customersupport@timcwoodtrade.com.

21.2. The Seller aims to deal with any complaints as soon as possible and make every effort to reach a satisfactory conclusion.