

## DECKBOARD HARDWOOD FLOORING LTD TERMS AND CONDITIONS OF SALE

### 1 Definitions

- 1.1 The Company means Deckboard Hardwood Flooring Ltd
- 1.2 The Client means the consumer of the Company

### 2 Quotations and Orders

2.1 Quotes are subject to acceptance within 28 days (longer if prior agreed). The Company reserves the right to withdraw a quotation at any time before accepting. No quotation offered shall constitute an offer to supply goods or services.

### 3 Payment

3.1 All materials must be paid in full prior to delivery. Fitting cost paid upon completion of installation where the Company has provided this service. Invoices are due for payment immediately

### 4 Delivery

4.1 Although we maintain a very good timetable, delivery and fitting times are estimates only, and the Company shall not be liable for any loss or damage arising directly or indirectly from delay in dispatch or delivery, however, we will endeavour to keep to appointments.

### 5 Price

5.1 As quoted at the point of sale, however, prices may rise or fall as the Company deems appropriate.

### 6 Risk and Delivery

6.1 The goods are at the risk of the Client from the time of delivery.

6.2 Delivery takes place either

- At the Company premises (if you are collecting them or arranging carriage)
- At the Client premises (if we are arranging carriage)

6.3 If the delivery of goods fails through no fault of ours, we may charge you for the cost of failed delivery and subsequent storage and insurance costs pending delivery of the goods to you.

6.4 You must inspect the goods on delivery and before incorporating them into any structure or altering them in any way. If any goods are damaged (or not delivered), you must give us (and any carrier) a fair chance to inspect the damaged goods.

### 7 Warranties

7.1 We warrant that the goods

- comply with their description on our acknowledgement of order form; and
- are free from material defect at the time of delivery

7.2 Where the client has used or installed the Goods such use or installation shall be taken as conclusive evidence that the Client has accepted the Goods notwithstanding that there is a defect in the quality or condition of the Goods or that they fail to correspond to the specification and the Client in those circumstances waives the right to make any claim against the Company.

7.3 we warrant that any fitting of the goods by us will be performed with reasonable skill and care.

7.4 If you believe that we have delivered goods, or a service, which are defective in either materials or workmanship, you must:

Inform us, in writing, with full details, as soon as possible

Allow us to investigate (we may need access to your premises and the goods or work).

If the goods or our fitting of them are found to be defective in materials or workmanship (following our investigation) and you have complied with these conditions in full, we will (at our option) replace the goods, correct the fault, or refund the price.

7.5 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 Client to the Company within 7 days.

### 8 Specifications

8.1 No guarantee can be given that Goods delivered will match samples submitted in all material respects, including but not limited to colour, size, weight and cut, as samples are drawn from bulk and are representative only of the whole.

8.2 Subject to the sub-clause 8.1 above, the Goods are supplied on the basis that they comply with technical specifications contained in printed documentation concerning the Goods prepared by the Company and that they conform to the written descriptions contained in the order.

### 9 Return of goods

9.1 Goods must be returned unopened and within four weeks of purchase and refunds will be in the exact method that payment was made. We reserve the right to have a handling charge.

### 10 Cancellation

10.1 No cancellation or variation of the whole or any part of the order by the Customer is permitted, except where expressly agreed in writing by an authorised signatory of the Company

#### 11 Waiver and Variation

11.1 Any waiver of all or any of these conditions shall not prejudice or affect the Company's rights and remedies in respect of any subsequent breach, non-performance or non-observance by the Client of terms and conditions of the contract of sale.

#### 12 Force Majeure

12.1 If the Company is unable to perform our obligations to you owing to an act of God, strike, lock-outs, work to rule, fire, flood, drought, or any other causes outside the specific control of the Company, then the Company is relieved of our obligation.

#### 13 General

13.1 Samples, brochures, pictures, photographs and displays.

As in sub clause 8.1, each piece of wood is unique in grain, knots, texture and colour and therefore cannot be truly representative of a finished installation.

13.2 Flooring should not be stored in any damp/wet areas. Packaging should not be removed until fitting is to commence and each board must be checked for defects prior to installation. If the Client or their agent considers the goods to be flawed the goods must not be fitted.