#### **GENERAL TERMS & CONDITIONS**

#### 1. DEFINITIONS

1.1. In these terms and conditions unless the context otherwise requires: 'Company' means Made of Wood Ltd; 'Buyer' means the person, or company purchasing the goods from the Company; 'Products' and/or 'Services' means the products and/or services being purchased by the Buyer from the Company

### 2. ACCEPTANCE

**2.1.** If any instruction is received by the Company from the Buyer for the supply of products or/and services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

# 3. OUOTES, ORDERS & PRICE

- **3.1.** The contract of sale is definitive only after the reception of the SALES ORDER / PROFORMA confirmed with the partial or full payment.
- **3.2.** QUOTES do not constitute an offer and are based solely on the cost of materials and services listed within them.
- **3.3.** The Price shall be as indicated on SALES ORDER / PROFORMA provided by the Company to the Buyer in respect of products and/ or services supplied.
- **3.4.** The Price shall be the Price of the Company's current Price at the delivery date of any goods.
- **3.5.** Time for the payment for the products and /or services shall be the essence for the Price. The Buyer agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.
- **3.6**. The Company reserves the right to change the Price for alternations to specifications of products and / or services after the order has been confirmed.
- **3.7.** The Company reserves the right to reject any order without the reason. In that case full refund will be made to buyer immediately.

## 4. PRODUCTS & SERVICES

- **4.1.** The quantity and description of the products are set out on SALES ORDER / PROFORMA
- **4.2.** All wood samples supplied, drawings, descriptive matter, specifications and advertising are issued or published for the sole purpose of giving an approximate idea of the described products. They shall not form part of the contract and this is not a sale by sample.
- **4.3.** Each order shall be considered a separate order and we are unable to guarantee that further orders for the same goods will match the previous order due to natural variation and characteristics of the wood.
- **4.4.** Where fine or special tolerances are required in the goods supplied beyond those generally accepted in the building trade, no liability shall attach to us unless such tolerances are notified in writing to us at the time of order and we have acknowledged in writing that we are prepared to accept such order.
- **4.5.** Product and service availability is correct at time stated by Company, but unless confirmation of an order is given along with receipt of cleared payment, no guarantee of availability can be given.

- **4.6.** All goods and services remain the property of Company until full payment is received. The Company reserves the right to retrieve goods and or reverse services should a balance payment remain unpaid. The Company may claim other costs, including legal fees, delivery costs and any other costs associated with the collection of unpaid balances.
- **4.7.** In the case of made to order / bespoke products, Company will make every effort to assimilate the sample offered/accepted, however, Buyer must be aware and accept that there will be general variations from one piece of wood to the next and therefore no consistency is implied or stated. The company accepts no returns nor cancellations on made to order / bespoke products.

## 5. DELIVERY

- **5.1.** Any dates and times we specify for delivery of the goods are an estimate. We shall not be liable to you if we do not deliver on or at any particular date or time. Time for delivery shall not be made of the essence by notice.
- **5.2.** If the delivery is made on the pallet to your site address, there must be adequate help on site as it is KERBSIDE DELIVERY only via 3rd party pallet network.
- **5.3.** Correct delivery details (address, contact person, phone number) must be provided in the first place to avoid delivery issue. Diversion or re-delivery cost may be applied to Buyer if sending to a different address afterwards.
- **5.4.** Goods description, quantity and condition must be checked upon delivery, any damage or discrepancy must be clearly written on paperwork with photos to support any claim.

### **6. PAYMENT**

- **6.1.** The method of payment will be made by bank transfer, or by any other method as agreed to between the Buyer and the Company
- **6.2.** Payment for all materials will be taken in advance, along with a deposit against any services. If only services are provided, a deposit will be taken in advance. The balance of payment due from Buyer should be paid directly upon completion of the contract or before the delivery.
- **6.3.** All bespoke made products and/or services must be fully paid before starting the production (unless otherwise stated on the SALES ORDER / PROFORMA)

### 7. RETURNS

- **7.1.** If for any reason you wish to cancel your order and return non-faulty goods please advise 'Company' in writing by e-mail or post, within 30 days after the delivery. Returned goods must be in unopened original packaging and in resaleable condition. 'Company' will arrange for collection. All returns are subject to carriage charge. 20% collection & restocking fee may apply to any trade customer.
- **7.2.** A refund of goods cost incl. VAT will be made within 30 days of receiving your notice of cancellation. The delivery and return charges may not be refunded. If the goods are offered with free delivery, standard delivery & collection cost may be deducted from the amount of the flooring. This does not affect your consumer statutory rights.
- **7.3.** Any bespoke & made to order products/finishes or/and reduced to clear or/and discontinued items or/and promotional offers & goods are excluded from our returnpolicy. They can not be returned, refunded or exchanged.