

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

Bespoke Products	means bespoke or custom-made Products supplied by the Supplier specifically for the Customer to the Customer's Specification.
Business Day	a day (other than a Saturday, Sunday or public holiday) when UK clearing banks in the city of London are open for general business.
Conditions Contract	the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6. the contract between the Supplier and the Customer for the sale and purchase of the Products in accordance with these Conditions.
Customer	the person or firm who purchases the Products from the Supplier.
Force Majeure Event	has the meaning given in clause 10.
Installation Location Order	the retail premises, business premises or other location in which the Wood Floor Products are to be installed. the Customer's order for the Products, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.
Other Products Products	means any Products other than the Wood Floor Products supplied by the Supplier to the Customer. the products (including the Wood Floor Products the Other Products and any Bespoke Products) (or any part of them) set out in the Order.
Specification	any specification for the Bespoke Products, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
Supplier	Havwoods Limited (registered in England and Wales with company number 0122530).
Trade Marks	means any trade name, business name or trade mark, used or owned by the Supplier whether registered or otherwise.
Website	means the Supplier's website at www.havwoods.co.uk .
Wood Floor Products	means the flooring products (if any) supplied by the Supplier to the Customer.

1.2 **Construction.** In these Conditions, the following rules apply:

- A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 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.
- A reference to **writing** or **written** includes emails.

2. BASIS OF CONTRACT

- These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- The Customer must notify the Supplier upon placing the Order if it requires that the profiles of tongue and groove in the Wood Floor Products match.
- The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order ("**Order Confirmation**"), or, in the event that this does not happen, when the Supplier actively begins to fulfil the Customer's Order, at which point the Contract shall come into existence.
- For the avoidance of doubt, the Customer shall not be entitled to cancel any Order once it has been accepted by the Supplier in accordance with clause 2.4.
- The Supplier shall be entitled to reject the Order at its sole discretion and if it elects to do so (for example due to unavailability of the Products requested by the Customer) it shall notify the Customer of this by email or telephone and will not process the Order. If the Customer has already made full or part payment for the Products, the Supplier shall refund such amounts as soon as reasonably practicable.
- The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- Any samples, drawings, images, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, websites (including the Website) or brochures are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.
- A quotation for the Products given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.
- Although the Supplier has made every effort to display the colours of the Products on the Website accurately, the Supplier cannot guarantee that the Customer's display of the colours will accurately reflect the colour of the Products and the Product may vary slightly from images on the Website.
- Due to the nature of the Wood Floor Products, the Customer hereby agrees, acknowledges and accepts that:
 - the moisture content of the Wood Floor Products will vary from batch to batch;
 - the profiles of tongue and groove will vary from batch to batch; and
 - the colour and consistency of the Products may vary from any samples and is liable to change as a result of the passage of time and any exposure to sunlight.

3. PRODUCTS

- The Products are described in the Supplier's quotation or Order Confirmation.
- Although the Supplier shall use reasonable commercial efforts to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated in the Supplier's quotation, Order Confirmation, Website or other literature is approximate only.
- To the extent that the Products are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.3 shall survive termination of the Contract.
- The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- The Supplier shall be entitled to supply an alternative Product to match as closely as possible to the Products that the Customer has ordered. The Supplier will provide the Customer with reasonable notice as soon as this becomes apparent and the Customer will have the option to accept the alternate Product or cancel the Order.

- 3.6 The Customer shall be wholly responsible for determining whether the Products are fit for purpose where they are to be used for a particular or special purpose and whether they are to be used for a particular or special purpose and whether they are suitable for the intended Installation Location and the Customer agrees, and acknowledges and accepts that the Supplier is a Supplier of the Products only and nothing is to be taken as a warranty, representation or otherwise that the Supplier has provided any design advice or installation instruction upon which the Customer is entitled to place any reliance.
- 3.7 The Supplier shall not be responsible for installing the Products and shall have no liability for any damage to the Products or any other Property, person or otherwise caused during the installation of the Products. Any guidelines or instructions that the Supplier may provide in relation to installation are to act as a manufacturers guide only and are not specific to the Installation Location or any individual Products and should not be relied upon for the proper installation of the Products, which should only be carried out by an appropriately skilled professional.
- 3.8 The Supplier may, in its sole discretion offer training in relation to the installation of the Products ("**Training Services**"). In order to be eligible to receive the Training Services the Customer must:
- have previously purchased Products from the Supplier; and
 - have previous experience in installing wood flooring.
- 3.9 Applicable charges for the Training Services will be notified by the Supplier from time to time.
- 3.10 The Customer shall be responsible for ensuring that the Products are fully and properly maintained including but not limited to:
- by ensuring installation methods and environmental conditions are in accordance with the British Standard Institute Code of Practice for Installation of Flooring of Wood and Wood based Panels (BS:8201;2011) as issued and amended from time to time;
 - by ensuring that the Wood Floor Products are adequately protected against damage (including but not limited to scratches, dents and scuff marks) including but not limited to by sanding, sealing and using cloth furniture protectors in accordance with manufacturers guidance or instructions or guidance provided by the installer of the Wood Floor Products; and
 - by the development and implementation of a proper care and maintenance schedule, including the use of appropriate materials and methods, in accordance with the guidelines issued by the Supplier.
- 3.11 The Supplier is committed to complying with EU Timber Regulations. All timber and timber products provided by the Supplier are in line with the EU regulations on timber contained in Regulations (EU) No 995/2010 of the European Parliament (the "**Regulations**") and of the council, to the best of the Supplier's knowledge and belief. In accordance with Article 4(2) of the Regulations the Supplier exercises all necessary yet proportionate due diligence procedures outlined in Article 6 of the same to ensure that any timber or timber product provided by the Supplier has been legally harvested in accordance with the Regulations and the applicable legislation of its origin country (be it member state or not).

4. DELIVERY

- 4.1 The Supplier shall ensure that:
- each delivery of the Products is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Products remaining to be delivered; and
 - if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 Subject to clause 4.3, the Supplier shall deliver the Products to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") on such date as the Supplier shall notify the Customer in the Order Confirmation (or any such updated Order Confirmation) ("**Delivery Date**").
- 4.3 If the Supplier has agreed in advance upon the Customer placing the Order, the Customer may collect the Products from the Supplier's premises or such other location as may be advised by the Supplier prior to delivery ("**Collection Point**").
- 4.4 Delivery of the Products shall be completed on the Products' arrival at the Delivery Location or upon the Supplier making the Products available for collection from the Collection Point (as applicable).
- 4.5 Subject to clause 4.6, the Supplier does not handle or unload the Products on arrival at the Delivery Location and does not load the Products at the Collection Point. The Customer must ensure that adequate assistance, equipment and personnel are available to unload the Products upon delivery.
- 4.6 The Supplier can supply a premium, dedicated delivery service, pursuant to which the Supplier will arrange for the Products to be unloaded (but not, for the avoidance of doubt, installed) at the Delivery Location ("**Dedicated Delivery Service**") provided that the Customer requests the Dedicated Delivery Service in the Order.
- 4.7 Subject to clause 4.8, if the Supplier fails to deliver any or all of the Products ("**Undelivered Products**"), its liability shall be limited, at its election to one of the following:
- replacing the Undelivered Products within a reasonable amount of time; or
 - issuing a credit note against the invoice raised for the Undelivered Products; or
 - where the Customer has paid in advance for the Undelivered Products, the Supplier may elect to reimburse the Customer for the price of the Undelivered Products.
- 4.8 The Supplier shall have no liability for any failure or delay in delivering the Products where:
- such failure or delay is caused by the Customer's failure to comply with its obligations under the Contract, including a failure to:
 - collect the Products in accordance with clause 4.3; and/or
 - provide the Supplier with the correct delivery address or any other relevant instructions; and/or
 - the failure or delay has been caused by a Force Majeure Event.
- 4.9 If the Customer fails to take delivery of the Products or collect the Products from the Collection Point on the Delivery Date, then, except where such failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract:
- delivery of the Products shall be deemed to have been completed at 9.00am on the Delivery Date ("**Deemed Delivery**") and responsibility for the Products shall pass to the Customer upon Deemed Delivery;
 - the Supplier shall store the Products until delivery takes place, and charge the Customer for related costs and expenses (including, without limitation, storage and insurance);
 - if the Customer fails to accept delivery of the Products within 4 weeks of the date of Deemed Delivery, the Supplier may re-sell or otherwise dispose of the Products (or any part of them) to any third party, without any liability to the Customer.
- 4.10 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

- 4.11 The Customer shall not be entitled to reject the Products if the Supplier delivers up to and including 5% more or less than the quantity of Products ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Products was delivered, and if any excess Products supplied are not required by the Customer, the Customer shall be responsible for disposal of such products.
- 4.12 The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.13 The type and quantity of Products recorded by the Supplier upon dispatch from its premises shall be conclusive evidence of the type and quantity received by the Customer upon Delivery, however the Customer is responsible for checking the Products upon Delivery and ensuring that it has been supplied with the correct Products (including but not limited to, the correct colour), before installing the Products at the Installation Location.
- 4.14 The Supplier is able to deliver to certain countries outside of the United Kingdom (“**International Delivery Location**”). However there are restrictions on certain Products for certain Countries, so the Customer must contact the Supplier before ordering Products for delivery to any International Delivery Location to check whether the Supplier is able to deliver to the Customer’s preferred country or location.
- 4.15 The Customer shall be responsible for payment of any import, duties and taxes which are applied when the Products reach the International Delivery Location. The Supplier has no control over these charges and cannot predict their amount. The Customer shall be responsible for ascertaining the amounts of any such import, duties and taxes and for payment of the same.
- 4.16 The Customer shall be responsible for complying with all applicable laws and regulations in the relevant International Delivery Location. The Supplier does not warrant or guarantee that the Products will be compliant with any International laws applicable in any International Delivery Location, and will not be liable for any breach of such laws by the Customer or in relation to the Products.
- 4.17 The Supplier may (in its sole discretion) permit the Customer to return Products after delivery provided always that:
- (a) the Products have not been removed from their packaging or in any way handled, modified or installed (such that they are no longer in a saleable condition (in the opinion of the Supplier));
 - (b) the Products are not bespoke or custom made to the Customer’s measurements or specifications;
 - (c) the Products are returned to the Supplier at the Customer’s cost within 30 days of the Delivery Date; and
 - (d) the Customer pays to the Supplier a restocking fee of 20% of the total price of the Products being returned.

5. QUALITY

- 5.1 Certain Products benefit from a manufacturers guarantee. For details of the applicable terms and conditions, the Customer should refer to the manufacturers guarantee provided with the Products.
- 5.2 For products which do not have a manufacturers guarantee, the Supplier provides a warranty that the Products shall be free from material defects in design, material and workmanship, conform in all material respects with their description and be fit for any purpose expressly held out by the Supplier and remain so for the following applicable “warranty periods”:
- (a) in the case of Wood Floor Products, for 12 months from the Delivery Date; and
 - (b) in the case of other Products, until the expiry of the earlier of the “used by”, “expiry”, or “best before” period stated on the packaging, labelling or other documentation accompanying the Other Products on delivery,
- however, the warranty contained in this clause 5.2, does not apply in the circumstances in clause 5.4.
- 5.3 Subject to clause 5.4, if:
- (a) the Customer gives notice in writing to the Supplier during the applicable warranty period at clause 5.2 above, within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.2;
 - (b) the Supplier is given a reasonable opportunity of examining such Products; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Products to the Supplier’s place of business at the Customer’s cost (including all costs associated with the uplift and/or removal of the Products where such Products have been affixed), the Supplier shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.
- 5.4 The Supplier shall not be liable for Products’ failure to comply with the warranty set out in clause 5.2, in any of the following events:
- (a) the Customer makes any further use of such Products (including by continuing to install the Wood Floor Products) after giving notice in accordance with clause 5.3;
 - (b) the defect arises because the Customer failed to follow the Supplier’s user or manufacturer’s guidelines, oral or written instructions as to the storage, commissioning, installation, use, protection and maintenance of the Products or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer (including but not limited to in the case of Bespoke Products);
 - (d) the Customer or any third party alters or repairs such Products without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions, accident or negligence by the Customer or any third party including but not limited to upon the installation of the Products; or
 - (f) the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Products’ failure to comply with the warranty set out in clause 5.2.

5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.7 These Conditions shall apply to any repaired or replacement Products supplied by the Supplier.

6. TITLE AND RISK

- 6.1 The risk in the Products shall pass to the Customer upon the earlier of the arrival of the Products at the Delivery Location (prior to unloading) or the Collection Point (as applicable) or Deemed Delivery.
- 6.2 Subject to clause 6.4, title to the Products shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for:
- (a) the Products; and
 - (b) any other goods that the Supplier has supplied to the Customer,
- in which case title to the Products shall pass at the time of payment of all such sums.
- 6.3 Until title to the Products has passed to the Customer, the Customer shall:
- (a) store the Products (at no cost to the Supplier) separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier’s property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

- (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery and upon the Supplier's request, produce such policies of insurance to the Supplier;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and
- (e) give the Supplier such information relating to the Products as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Products. However, if the Customer resells the Products before that time:

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Products shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, then, without limiting any other right or remedy the Supplier may have:

- (a) the Customer's right to resell the Products or use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
 - (i) require the Customer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

7. PRICE AND PAYMENT

7.1 The price of the Products shall be as quoted by the Supplier in writing or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

7.2 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Products to reflect any increase in the cost of the Products and/ or their delivery or supply that is due to:

- (a) any factor beyond the Supplier's reasonable control (including foreign exchange fluctuations, increases in and/ or the imposition of taxes, tariffs and duties, import costs (and other costs incurred or payable as a result of or connected to the departure of the United Kingdom from the European Union) and increases in labour, materials and other manufacturing costs);;
- (b) any request by the Customer to change the Delivery Date, quantities or types of Products ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 The price of the Products is exclusive of the costs and charges of packaging, insurance, loading, unloading and transport of the Products ("**Additional Payments**"), which shall be invoiced to the Customer.

7.4 The price of the Products is exclusive of amounts in respect of value added tax ("**VAT**"). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Products.

7.5 Where the Supplier has agreed that the Products shall be delivered to an International Delivery Location, the price of the Products does not include any relevant import duties, taxes or any other fees associated with such delivery ("**International Payments**"), and the Customer shall be responsible for all such International Payments in accordance with clause 4.15.

7.6 If the Customer has requested the Dedicated Delivery Service in accordance with clause 4.6, there will be an additional charge for this. The Supplier will notify the Customer of such charge in the Order Confirmation.

7.7 The price of the Products does not include delivery charges. Delivery charges are as quoted on the Website for time to time or as otherwise notified by the Supplier in writing. To check relevant delivery charges, please refer to the delivery charges page www.havwoods.co.uk/engineered-and-solid-wood-flooring-uk-europe-havwood.php.

7.8 Subject to clause 7.11, if the Customer has a current credit account with the Supplier which has not been cancelled or suspended, the Supplier shall invoice the Customer for the Products, VAT, Additional Payments and any applicable International Payments on or at any time after the day following the date upon which the Products are dispatched to the Customer for delivery or made available for collection at the Delivery Point (as applicable).

7.9 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

7.10 Except as otherwise agreed by the Supplier in writing, and subject to clause 7.11, if the Customer does not have a current credit account, the Supplier will invoice the Customer for the price of the Products, VAT, Additional Payments and any applicable International Payments at any time after the Customer has placed the Order and payment must be made in full and cleared funds to the bank account nominated in writing by the Supplier within 30 days of the date of the invoice, and in any event prior to delivery of the Products. The Supplier shall not dispatch the Products for delivery or allow collection of them until it has received payment in full and cleared funds.

7.11 If the Customer's Order includes any Bespoke Products, a non-refundable payment of 50 per cent (50%) of the price of the Bespoke Products must be made at the time the Customer places its Order. The Supplier shall be entitled to invoice the Customer for the balance at any time after the Customer has placed the Order, and except as otherwise agreed by the Supplier in writing, payment must be made to the Supplier in full and cleared funds to the Bank account nominated by the Supplier in writing, within 30 days of the date of the invoice, and in any event prior to delivery of the Bespoke Products. The Supplier shall not dispatch the Bespoke Products for delivery or allow collection of them until it has received payment in full and cleared funds.

7.12 For the avoidance of doubt, where the Customer has ordered Bespoke Products, any deposit paid by the Customer in accordance with clause 7.11 or otherwise shall be non-returnable in the event that the Customer subsequently cancels or terminates the Order or fails, for whatever reason, to collect or take delivery of the Bespoke Products within a period of 6 weeks from the Delivery Date.

7.13 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then:

- (a) the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
- (b) the Supplier reserves its right to recover all of its costs in pursuing the debt (including legal fees) from the Customer.

7.14 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8. TERMINATION AND SUSPENSION

8.1 If the Customer becomes subject to any of the events listed in clause 8.2, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.

8.2 For the purposes of clause 8.1, the relevant events are:

- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) 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;
- (b) the Customer 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 other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (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 Customer;
- (e) (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (g) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Customer 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 its assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(f) (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- (k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

8.3 Without limiting its other rights or remedies, the Supplier may suspend provision of the Products under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.2(a) to clause 8.2(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

8.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

9.2 Subject to clause 9.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - (i) loss of profit;
 - (ii) loss of sales, business or revenue;
 - (iii) loss of corruption of data, information or software;
 - (iv) loss of business opportunity;
 - (v) loss of anticipated savings;
 - (vi) loss of goodwill;
 - (vii) labour costs associated with the refitting of Wood Floor Products or any other Products that need to be reattached to property; or
 - (viii) or any indirect or consequential loss, arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products subject to the Order to which the liability relates.

10. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, the departure of the United Kingdom from the European Union or default of suppliers or subcontractors. The Supplier shall be entitled to terminate the Contract without liability to the Customer if a Force Majeure Event means that it is unable to perform its obligations under the Contract in accordance with its terms.

11. GENERAL

11.1 **Assignment and other dealings.**

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.2 **Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have

specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the third Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission provided that such email was sent to the correct email address of the intended recipient and not recalled, or a message of non-delivery received.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.3 Severance.

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.4 Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.5 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

11.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

11.7 Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

11.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).