

Conditions of Sale — Business Customers

Version 1.0 · Applies to orders placed on or after 1 July 2026 · Ref TTF/BUS/2026

Important. These Conditions apply only to sales to business customers. If you are buying as a private individual, our Conditions of Sale (Private Customers) apply instead and we will give you a copy. **Your attention is drawn in particular to clause 10 (timber is a natural material), clause 12 (warranty), clause 13 (notifying us of a claim) and clause 16 (limitation of liability), which limit our liability to you.**

1. Definitions

In these Conditions the following words have the following meanings.

Agreement the documents comprising an agreement between the Parties, comprising these Conditions, an Order Acknowledgement and its related Purchase Order for Goods. If there is any inconsistency between them they take precedence in the order listed.

Buyer the organisation or person with whom an Agreement is made by the Seller, whether directly or indirectly through an agent or third party who is acting for, is instructed by, or whose actions are ratified by that organisation or person.

Conditions these terms and conditions, as amended from time to time in accordance with clause 25 (Variation).

Goods the articles or things, or part of them, forming the subject of an Agreement and, if applicable, as described in a Purchase Order, including without limitation raw materials, processed materials, timber, timber products and fabricated products.

Intellectual Property Rights patents, all rights to inventions, prototypes, products, discoveries, techniques or processes, systems, data, information, copyright and related rights, moral rights, trade marks and service marks, trade names, domain names, brand names, rights to goodwill, rights in design, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights relating to the Goods, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights owned by the Seller, and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world.

Order Acknowledgement the Seller's acknowledgement of a Purchase Order for Goods confirming acceptance of that Purchase Order.

Parties the Buyer and the Seller.

Purchase Order an order for the purchase of Goods submitted to the Seller by the Buyer.

Sale of Goods Act the Sale of Goods Act 1979.

Seller Thaxters Timber & Forestry Ltd, company number 09007953, whose registered office is at Pippin Heath, Hunworth Road, Holt, Norfolk NR25 6SS.

Working Day any day other than a Saturday, Sunday or public holiday in England and Wales.

2. Construction

2.1 In these Conditions the following rules apply.

2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.3 A reference to a party includes its personal representatives, successors or permitted assigns.

2.4 A reference to writing or written includes email.

2.5 Any reference to a statutory provision is a reference to that provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it.

2.6 Any phrase introduced by the terms including or include, or any similar expression, shall not limit the sense of the words preceding those terms.

2.7 Clause headings are for convenience only and do not affect interpretation.

3. Application of these Conditions

- 3.1 These Conditions apply only to a sale of Goods to a Buyer acting for purposes relating to that Buyer's trade, business, craft or profession. They do not apply to a sale to a consumer. Where the Buyer is a consumer, the Seller's Conditions of Sale (Private Customers) apply instead and the Seller will supply a copy at or before the point of sale.
- 3.2 The Buyer confirms that it is purchasing the Goods in the course of a business and that it is not a consumer. The Seller is entitled to rely on that confirmation.
- 3.3 Nothing in these Conditions affects the statutory rights of any person who is in fact a consumer.
- 3.4 These Conditions apply to all contracts for the sale of Goods by the Seller to the Buyer, to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer, whether in negotiation or at any stage in the dealings between the Parties, including any standard or printed terms tendered by the Buyer, unless the Buyer states in writing, separately from those terms, that it wishes them to apply and the Seller agrees in writing.

4. Orders

- 4.1 Unless verbal or telephone Purchase Orders, and any variations to Purchase Orders, are confirmed in writing by the Buyer to the Seller, the Seller is not responsible for errors or subsequent misunderstandings.
- 4.2 Notwithstanding that the Seller may have given a detailed quotation, no Purchase Order is binding on the Seller unless and until it has been accepted in writing by the Seller by means of an Order Acknowledgement.
- 4.3 A written quotation is valid for 30 days from its date unless the Seller states otherwise in writing.

5. Price and payment

- 5.1 All prices estimated, quoted or invoiced are in pounds sterling.
- 5.2 The price of the Goods is the price stated in the Order Acknowledgement, being, unless the Seller states otherwise, the Seller's current list price at the date of the Order Acknowledgement. The Seller's prices are subject to adjustment to take account of any variation in the Seller's costs, including without limitation variations in wages, the cost of materials, exchange rate fluctuations and alterations of duties and other costs, since the date of the Seller's quotation or (if no quotation was issued) the Purchase Order. The Seller may adjust the invoice price by the amount of any such increase or decrease, and the invoice as adjusted is payable as if the price set out in it were the original Agreement price.
- 5.3 The price is exclusive of VAT, which will be charged at the applicable rate. The price is also exclusive of transport, packaging, insurance and any other applicable duties or taxes unless expressly agreed otherwise.
- 5.4 All invoices issued to credit account customers shall, unless otherwise agreed in writing by the Seller, be paid within 30 days of the end of the calendar month in which the invoice is issued, without deduction or withholding and free of set-off or counterclaim. Time for payment is of the essence. The Seller may render an invoice for the Goods as soon as it has issued an Order Acknowledgement.
- 5.5 If the Buyer fails to make a payment by the due date, the Seller may charge interest on the overdue sum from the due date until payment, whether before or after judgment, at the higher of (a) 4% per annum above the base rate of the Bank of England from time to time, and (b) the rate of statutory interest payable under the Late Payment of Commercial Debts (Interest) Act 1998. Interest accrues daily and is compounded quarterly.
- 5.6 The Seller's right to interest under clause 5.5 is in addition to, and not in substitution for, its right to the fixed sum compensation and reasonable recovery costs conferred by the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If payment of the price or any part of it is not made by the due date, the Seller may:
 - (a) require payment in advance of delivery in relation to any Goods not previously delivered;
 - (b) refuse to deliver any undelivered Goods, whether ordered under that Agreement or not, without incurring any liability for non-delivery or delay;
 - (c) suspend performance of any other Agreement with the Buyer;
 - (d) terminate the Agreement; and

(e) exercise its rights under clause 8.

6. Specification of Goods

- 6.1 No description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Seller, and no representation, correspondence or statement made by the Seller or any of its employees, agents or representatives, whether written or oral, express or implied, forms part of any Agreement.
- 6.2 Goods described in the Seller's literature or elsewhere are subject to a continuing process of change and development, and the Seller may alter specifications without notice at any time before delivery. All descriptions, illustrations, specifications and dimensions are approximate and are intended only as a general guide to the type of Goods represented. The Buyer accepts that Goods supplied may not comply in all respects with the description in the Seller's literature or elsewhere.
- 6.3 All dimensions are nominal unless expressly stated as finished sizes. Sawn timber is sold by nominal size. Planed timber (PAR, PSE) is smaller than its nominal size by the amount removed in machining. Dimensions are measured at the moisture content at which the timber is supplied and will change as that moisture content changes. Permitted deviations are those set out in the applicable British Standard.
- 6.4 No sample, photograph, illustration or product on display constitutes a warranty as to the appearance, colour, grain, dimensional stability or future condition of the Goods supplied.

7. Delivery and risk

- 7.1 Any delivery date specified by the Seller is an estimate only, given in good faith.
- 7.2 The Seller will use reasonable endeavours to despatch the Goods on the agreed date but does not guarantee to do so.
- 7.3 Time of delivery is not of the essence unless expressly agreed in writing by the Seller, and the Seller is not liable for any loss, damage or expense suffered by the Buyer or any other party by reason of any alleged delay in delivery.
- 7.4 Where the Seller is authorised or required by the Buyer to deliver the Goods to the Buyer:
 - (a) the Goods are deemed delivered on delivery of the Goods to a carrier, whether named by the Buyer or not;
 - (b) all risk in the Goods passes to the Buyer on delivery, and the Buyer is liable for any subsequent loss or damage to the Goods however caused;
 - (c) the Parties agree that the Seller is under no obligation to give a notice under section 32(3) of the Sale of Goods Act;
 - (d) the Buyer authorises the Seller to enter into an agreement with the carrier on the carrier's standard terms, which the Buyer confirms satisfies the requirements of the Seller under section 32(2) of the Sale of Goods Act.
- 7.5 Goods collected by the Buyer from the Seller's premises are deemed delivered, and risk passes to the Buyer, on the Buyer arriving at the Seller's premises.
- 7.6 Goods transported by the Seller are deemed delivered, and risk passes to the Buyer, when they are ready to be unloaded at the site specified by the Buyer. The Buyer agrees that section 32(3) of the Sale of Goods Act does not apply to Goods sent by the Seller.
- 7.7 The Buyer shall ensure that there is safe, adequate and unobstructed access to the delivery point, and shall inform the Seller in writing in advance of any restriction on access including width, height, gradient, weight limit, overhead cables, parking restrictions and permit requirements. The Buyer is responsible for unloading unless otherwise agreed in writing.
- 7.8 If on arrival the Seller is unable to deliver because of any act or omission of the Buyer, the Seller may charge an abortive delivery fee of £25 together with the cost of any re-delivery, and is not liable for any resulting delay.
- 7.9 Where delivery is delayed by more than 7 days as a result of any act or omission of the Buyer, and the Seller is required to store the Goods, the Seller may charge storage at the rate of £25 per week or part week from the eighth day until the Goods are delivered or collected. All abortive delivery, storage and re-delivery charges must be paid in full before the Seller is obliged to re-deliver or to release the Goods.
- 7.10 If delivery is refused by the Buyer, or is delayed, suspended or made by instalments at the Buyer's request, risk in the Goods passes to the Buyer immediately on that refusal or request. Without prejudice to the generality of the

foregoing, the Seller may place the Goods into store and the Buyer shall pay storage at the rate set out in clause 7.9, together with the cost of insurance of those Goods and of any attempted delivery.

- 7.11 If forwarding instructions are not received within 5 days, or 10 days for export orders, of the Seller advising the Buyer that Goods are ready for despatch, the Seller may charge storage at the rate set out in clause 7.9 from the date of that advice.

8. Title

- 8.1 In spite of delivery having been made, title in the Goods does not pass from the Seller until the Buyer has paid the price of all Goods under any Agreement and no other sums are due from the Buyer to the Seller.
- 8.2 Until title passes to the Buyer, the Buyer holds the Goods on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods separately from all other goods in its possession and marked so that they are clearly identified as the property of the Seller. The Buyer shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods, and shall maintain the Goods in satisfactory condition.
- 8.3 While the Goods remain the property of the Seller the Buyer shall keep them insured against all usual risks for their full replacement value, shall note the Seller's interest on the policy, and shall hold the proceeds of any claim on trust for the Seller and not mix them with any other money.
- 8.4 Notwithstanding that the Goods remain the property of the Seller, the Buyer may sell the Goods in the ordinary course of its business at full market value for the account of the Seller. Until title passes from the Seller, the entire proceeds of sale or other disposal of the Goods are held on trust by the Buyer for the Seller.
- 8.5 Until title passes from the Seller to the Buyer, the Buyer shall on request deliver up to the Seller such Goods as have not ceased to exist or been resold. If the Buyer fails to do so, the Seller may enter any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess them.
- 8.6 The Buyer warrants that it is entitled to grant, and grants, the Seller and its representatives an irrevocable licence to enter any premises where the Goods are or may be stored in order to inspect or repossess them, and that it has obtained any consent required from any landlord, mortgagee or other person with an interest in those premises. The Buyer shall indemnify the Seller against any claim arising from the exercise of that licence.
- 8.7 The Seller may pursue an action for the price of the Goods notwithstanding that title may not have passed to the Buyer.

9. Buyer's obligations

- 9.1 The Buyer shall provide the Seller with any information reasonably required by the Seller, and shall obtain all necessary permissions and consents, including without limitation promptly obtaining all necessary import licences, clearances and other consents necessary for the purchase of the Goods.
- 9.2 The Buyer is responsible for satisfying itself that the Goods are suitable for its intended purpose, and for all design, sizing, specification and engineering decisions relating to their use. The Buyer confirms that it relies on its own skill and judgement and on any independent advice it has obtained.
- 9.3 The Buyer shall comply, and shall procure that its own customers comply, with the storage, acclimatisation, treatment, installation and maintenance requirements set out in clause 10.

10. Timber: natural characteristics and moisture movement

The nature of the material

- 10.1 Timber is a natural, organic and hygroscopic material. It continuously absorbs moisture from, and releases moisture to, the surrounding air in order to reach equilibrium with the temperature and relative humidity of its environment, and it absorbs moisture on contact with liquid water. As it loses moisture it shrinks; as it gains moisture it swells. This process continues for the whole life of the timber and cannot be stopped by seasoning, kiln drying, treatment, coating, painting or any manufacturing process.
- 10.2 Movement occurs principally across the grain, in the width and thickness of a section, and is negligible along the length. Movement is not uniform: different boards from the same tree, and different species, move by different amounts and at different rates. Sapwood, heartwood, knots and areas of differing grain direction move differently within the same board, which is what causes distortion.

- 10.3 The Buyer acknowledges that the Seller supplies a natural product and not a manufactured product of uniform composition, and that no two pieces of timber are alike.

Characteristics which are normal and are not defects

- 10.4 The following are inherent characteristics of timber and of products manufactured from it. They are not defects, are not a failure to conform with the Agreement, do not constitute unsatisfactory quality, and are expressly excluded from any warranty given by the Seller:
- (a) shrinkage, swelling, expansion and contraction in width, thickness and, to a lesser extent, length;
 - (b) surface checking, drying splits, shakes, end splits and star shakes, including splits which open and close with the weather;
 - (c) cupping, bowing, springing, twisting, winding and other distortion;
 - (d) the opening and closing of joints, and the appearance, widening and narrowing of gaps between boards, cladding, feather edge, shiplap, tongue-and-groove and decking;
 - (e) raising, lifting or roughening of the grain, and fibre tear;
 - (f) knots, knot holes, loose knots, knots which fall out, ingrown bark, resin pockets, and resin or sap exudation and bleed, which is increased by heat and direct sunlight;
 - (g) colour variation between pieces, variation between sapwood and heartwood, weathering to a silver-grey, and darkening, lightening or fading on exposure to sunlight;
 - (h) tannin and extractive staining, including staining of adjacent brickwork, paving, render and metalwork, and blue stain and other non-structural surface discolouration;
 - (i) surface mould or bloom on newly treated or newly delivered timber, which weathers off;
 - (j) lifting, bleeding or staining around nails, screws and other fixings, and the working loose of fixings as the timber moves;
 - (k) creaking, ticking and other noise as a structure expands and contracts;
 - (l) variation in the uptake, colour and finish of preservative, stain, paint and other coatings, and the flaking, cracking or peeling of a coating applied over moving timber.

The effect of weather, and of hot and dry conditions in particular

- 10.5 Movement is driven by change in the moisture content of the air and by exposure to sun, wind, rain and water. It is greatest, most rapid and most visible:
- (a) during and immediately following periods of sustained high temperature, low humidity, drought or prolonged direct sunlight, when timber dries rapidly and shrinks, joints open, gaps appear between boards, and checking and splitting occur — the exposed and south or west facing faces of a product drying faster than the shaded faces, which is what causes cupping and bowing;
 - (b) during periods of prolonged rain, high humidity or standing water, when timber takes up moisture and swells, gaps close, doors and gates bind and stick, and boards press against one another;
 - (c) during the first twelve months following supply, and particularly during the product's first hot dry summer and first cold wet winter, while the timber comes into equilibrium with its final environment;
 - (d) where one face of the product is exposed and the other is enclosed, heated, sheltered or in contact with a wall, base or the ground, so that the two faces are at different moisture contents.
- 10.6 The Buyer acknowledges that timber which is dimensionally correct, straight and tight-jointed on the day of delivery may subsequently shrink, swell, split, cup or distort, and that this is not evidence of any defect in the Goods or in their manufacture.

Moisture content

- 10.7 Unless the Order Acknowledgement expressly states a moisture content, timber is supplied at whatever moisture content it has at the time of supply, which may be green, freshly felled, air dried or kiln dried, and may be substantially above the moisture content it will reach in service. Where a particular moisture content, stability or dimensional tolerance is required, the Buyer must specify it in writing before ordering and the Seller will quote separately.

Gates, doors and manufactured joinery

- 10.8 Gates, doors, shutters and similar manufactured items are particularly affected by moisture movement because they are wide relative to their thickness, are exposed on one face and sheltered on the other, and must continue to fit within a fixed opening. The Buyer acknowledges and accepts that:
- (a) a gate or door will change in width and height with the weather, and a gap that is correct on the day of installation will change. Gaps are set to allow for this. A gate which is a tight fit in wet weather may show a visible gap in a dry summer, and one which is correct in summer may bind in winter;
 - (b) gates and doors will drop, bind, catch, rub or fail to latch from time to time, and will require periodic easing, adjustment of hinges, latches, catches, drop bolts and keeps, and occasional re-hanging. This is routine maintenance and is not a defect;
 - (c) an item exposed to full sun on one face and shade on the other will bow or twist to some degree. A degree of bow, twist or wind is normal and is not a defect unless it prevents the item from functioning after reasonable adjustment;
 - (d) bracing controls but does not prevent movement. Diagonal bracing on a ledged and braced gate resists sag; it does not resist moisture movement across the boards;
 - (e) boarded gates and doors are made from individual boards which shrink and swell independently, so gaps between boards open in dry weather and close in wet weather.
- 10.9 All faces, edges and cut ends of a gate or door, including the top and bottom edges and any edge concealed once hung, must be treated or finished before or immediately upon hanging. Untreated top and bottom edges are the most common cause of premature failure. Ironmongery must be adjusted as the item moves. The Seller is not liable for the cost of adjustment, easing, planing, re-hanging or replacement of ironmongery arising from movement.

Ground movement

- 10.10 Timber buildings, gates, posts and fences are supported by the ground, and the ground itself moves. In prolonged dry weather, clay and other shrinkable soils lose moisture and shrink; in prolonged wet weather they take up moisture and swell. Nearby trees, hedges and large shrubs substantially increase this effect by drawing moisture from the soil. Bases, slabs, bearers, posts and foundations may therefore settle, lift, tilt or move laterally, and a structure which was level and square on installation may cease to be so. The Seller is not responsible for movement of the ground or of any base or foundation, nor for its effect on the Goods, including racking, distortion, binding of doors and windows, gaps opening at corners or eaves, or water ingress arising from it.

The Buyer's obligations

- 10.11 The Buyer shall, and shall procure that its own customers shall:
- (a) store timber flat, level, fully supported, clear of the ground and under cover, protected from direct sunlight and from rain, with air able to circulate freely around it, and not in a sealed wrapping, sealed container or unventilated space;
 - (b) allow the timber to acclimatise in conditions similar to those in which it will be used before fixing it;
 - (c) treat all faces, edges, cut ends, rebates, housings and drilled holes with a suitable preservative and, where applicable, a suitable finish, before or immediately upon installation, including faces which will be concealed after installation;
 - (d) design and install so as to allow for movement, including adequate expansion gaps, fixing methods that permit the timber to move rather than restraining it, and adequate ventilation to both faces;
 - (e) maintain the timber and any finish thereafter in accordance with good practice and any coating manufacturer's instructions.
- 10.12 The Seller has no liability for movement, distortion, splitting, decay or failure of a coating where the Buyer or its customer has failed to comply with clause 10.11, or has installed or fixed the Goods in a manner which restrains natural movement, or has installed the Goods before they have acclimatised, or has enclosed, sealed or coated them in a way that prevents the passage of moisture from one face.

Exclusion

- 10.13 The Seller does not warrant, and expressly excludes all liability for, the natural movement of timber and all of the characteristics listed at clause 10.4, and for all direct and indirect loss, cost, damage and expense arising from them, including the cost of adjustment, easing, re-hanging, re-fixing, re-coating, redecoration and making good.
- 10.14 The Seller's obligations under clause 12 apply only where the Goods are so affected that they are no longer capable of performing the function for which they were supplied, and where that condition is shown to arise from a defect in the materials or workmanship supplied by the Seller and not from moisture movement, the Buyer's design, storage, installation, treatment, maintenance or use, or the conditions of exposure.

11. Product use, structural timber and timber legality

- 11.1 Timber is supplied ungraded and for non-structural use unless the Order Acknowledgement expressly states a strength class or grade. The Buyer must specify in writing before ordering if the Goods are to be used in a structural or load-bearing application, in ground contact, in a marine or high-humidity environment, or in any application requiring a particular durability, treatment or use class.
- 11.2 Where structural timber is supplied, the Seller will provide the applicable Declaration of Performance and marking. The Buyer is responsible for confirming that the specification is appropriate for its application and for all design, sizing and engineering decisions.
- 11.3 Where the Goods are treated, the Buyer is responsible for confirming that the treatment specification and use class are appropriate, and for re-treating all cut ends and machined surfaces before or immediately after installation.
- 11.4 The Buyer shall provide the Seller on request with any information reasonably required to enable the Seller to comply with its obligations in relation to timber legality and due diligence, and shall comply with those obligations itself in respect of any onward sale or export of the Goods.

12. Warranty and remedies

- 12.1 The Seller warrants that it has the right to sell the Goods and that, on delivery, the Goods will conform in all material respects with any specification expressly agreed in writing in the Order Acknowledgement.
- 12.2 Where the Goods have been manufactured by the Seller, the Seller further warrants that for a period of 12 months from delivery the Goods will be free from defects in materials and workmanship, subject to clauses 12.3 to 12.7.
- 12.3 The warranty in clause 12.2 does not apply to, and the Seller has no liability for:
- (a) the natural characteristics and moisture movement of timber described in clause 10, which are not defects;
 - (b) fair wear and tear, wilful damage, negligence, or abnormal working or storage conditions;
 - (c) any defect arising because the Buyer or any third party failed to follow the Seller's instructions as to storage, acclimatisation, installation, treatment, use or maintenance, or good trade practice;
 - (d) any defect arising from a design, drawing or specification supplied by the Buyer;
 - (e) Goods which have been altered, cut, machined, treated, coated, repaired or incorporated into any other product or structure after delivery;
 - (f) Goods used for a purpose for which they were not supplied, or in a location or exposure class for which they were not specified;
 - (g) Goods which have not been paid for in full.
- 12.4 The Buyer must notify the Seller in writing in accordance with clause 13 and, if the Seller requests, must allow the Seller a reasonable opportunity to inspect the Goods in the position and condition in which they were installed, before any remedial work is carried out or the Goods are disposed of. If the Buyer prevents that inspection, the Seller has no liability under this clause.
- 12.5 If the Goods do not comply with the warranty, the Seller shall at its option repair or replace the Goods, or refund the price paid for them. That is the Buyer's sole and exclusive remedy for breach of warranty. Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense.
- 12.6 Except as expressly set out in these Conditions, and to the fullest extent permitted by law, all terms implied by sections 13 to 15 of the Sale of Goods Act and all other conditions, warranties and terms implied by statute or common law are excluded. The Parties agree that this exclusion is reasonable having regard to the express

warranty and remedies given above, the Seller's insurance position, the price of the Goods, the Buyer's ability to inspect the Goods, and the Buyer's ability to obtain its own insurance against loss.

- 12.7 Where the Goods have been manufactured and supplied to the Seller by a third party, the Seller shall pass on to the Buyer the benefit of any manufacturer's warranty to the extent it is able to do so.
- 12.8 An Agreement does not constitute a sale by description or sample.

13. Notifying the Seller of a claim

- 13.1 The Buyer must examine the Goods on delivery. The Seller has no liability for shortage, non-delivery, damage in transit, or any defect which would be apparent on reasonable examination, unless the Buyer gives the Seller written notice, with photographs where the defect is visible, within 3 Working Days of delivery or, in the case of non-delivery, within 3 Working Days of the delivery date notified by the Seller.
- 13.2 In the case of a defect which would not be apparent on reasonable examination on delivery, the Buyer must give written notice within 30 days of the date on which the Buyer discovered or ought reasonably to have discovered the defect, and in any event within 3 months of delivery.
- 13.3 The Buyer must not use, cut, machine, treat, install or resell Goods which it considers defective, and must hold them available for inspection.
- 13.4 If the Buyer does not give notice in accordance with this clause, the Goods are deemed to be in all respects in accordance with the Agreement and, without prejudice to earlier acceptance by the Buyer, the Buyer is bound to accept and pay for them.
- 13.5 In the event of a valid claim, the Seller shall at its option repair or replace the Goods, or refund the price paid, and shall have no further or other liability to any person in connection with that claim.

14. Cancellation

- 14.1 The Buyer may cancel an Agreement only with the Seller's written consent. Where consent is given, or where the Buyer cancels or terminates in breach of the Agreement, the Buyer shall pay the following as agreed damages:
- (a) 100% of the price where cancellation notice is received after manufacture of the Goods has commenced. For this purpose manufacture commences when the Seller first cuts, machines, treats or assembles any material for the Buyer's order;
 - (b) in every case, the full amount of any third party costs to which the Seller has irrevocably committed.
- 14.2 The Parties agree that these sums are a genuine pre-estimate of the loss the Seller will suffer, reflecting the Seller's legitimate interest in performance of the Agreement, the design, machining and handling time committed, materials cut or treated to order which have no alternative use, the production and delivery slot reserved, and the administrative cost of cancellation.

15. Indemnity

- 15.1 The Buyer shall indemnify the Seller against all claims, costs and expenses (including loss of profit and legal and other professional fees) in respect of any dispute, suit, action, arbitration or proceedings which the Seller may incur and which arise, directly or indirectly, from the Buyer's breach of any of its obligations under an Agreement.

16. Limitation of liability

Note. The Buyer's attention is drawn in particular to this clause.

- 16.1 Nothing in these Conditions limits or excludes the Seller's liability for:
- (a) death or personal injury caused by the Seller's negligence, or that of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act (title and quiet possession);
 - (d) defective products under Part I of the Consumer Protection Act 1987;
 - (e) any other liability which cannot lawfully be limited or excluded.

- 16.2 Subject to clause 16.1, this clause 16 and clauses 10, 12 and 13 set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Buyer in respect of any breach of an Agreement, any use made or resale by the Buyer of any of the Goods or of any product incorporating any of the Goods, and any representation, statement or tortious act or omission (including negligence) arising under or in connection with an Agreement.
- 16.3 Subject to clause 16.1, and to the extent permitted by law, the Seller accepts no liability in respect of any representation made by the Seller or on its behalf to the Buyer, or to any party acting on the Buyer's behalf, before the making of an Agreement, where that representation related to the correspondence of the Goods with any description, the quality of the Goods, or the fitness of the Goods for any purpose.
- 16.4 Subject to clause 16.1, the 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 any Agreement is limited to the price stated in the Order Acknowledgement.
- 16.5 Subject to clause 16.1, the Seller is not liable to the Buyer for any loss of business, loss of opportunity, loss of profits, depletion of goodwill or similar losses, loss of anticipated savings, loss of contract, loss of use, loss or corruption of data or information, or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses however caused, which arise out of or in connection with an Agreement. This applies even where the loss was reasonably foreseeable or the Seller had been made aware of the possibility of the Buyer incurring it.
- 16.6 The Seller is not liable for the cost of removing, replacing or making good any Goods which have been incorporated into any structure or other product, or for the cost of accessing them.
- 16.7 The Buyer shall insure against, or bear itself, all risks which are not the Seller's responsibility under these Conditions.

17. Termination

- 17.1 The Seller may by written notice terminate any Agreement immediately if the Buyer is in breach of any of its terms and, if the breach is capable of remedy, it is not remedied within 7 days of a notice from the Seller requiring it to be remedied. Failure to pay any sum due is a breach which is not capable of remedy.
- 17.2 Any Agreement terminates if an order is made for the bankruptcy of the Buyer, or an effective resolution is passed for the winding-up of the Buyer, or the Buyer makes a composition with its creditors, or a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of, or is appointed over, the whole or any part of the assets of the Buyer.
- 17.3 Any Agreement terminates if either party ceases to carry on its business or substantially the whole of its business, or is declared insolvent.
- 17.4 Termination does not affect any rights or obligations of the Parties arising before termination. Clauses 8, 10, 12, 13, 15, 16, 18, 20, 22, 27 and 29 survive termination.

18. Intellectual property rights

- 18.1 The specification and design of the Goods and all Intellectual Property Rights in them are, as between the Parties, the property of the Seller. Where any designs or specifications have been supplied by the Buyer for manufacture by the Seller or to the Buyer's order, the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods will not infringe the rights of any third party, and shall indemnify the Seller against all claims, costs, damages and expenses which the Seller may incur arising directly or indirectly from breach of that warranty.
- 18.2 The Buyer shall not:
- (a) claim any right of property in any of the Seller's Intellectual Property Rights;
 - (b) register or cause to be registered any intellectual property right which is similar to, or an imitation of, any Intellectual Property Right of the Seller;
 - (c) make any modification to the Goods or their packaging which is presented as the Seller's;
 - (d) alter, remove or tamper with any mark, number or other means of identification used on or in relation to the Goods;

- (e) use any of the Seller's Intellectual Property Rights in any way which might prejudice their distinctiveness or validity, or the goodwill of the Seller in them;
- (f) use in relation to the Goods any intellectual property rights other than the Intellectual Property Rights without the Seller's prior written consent.

18.3 For the avoidance of doubt, nothing in an Agreement confers on the Buyer any rights in the Seller's Intellectual Property Rights or the goodwill associated with them.

19. Events outside the Seller's control

- 19.1 The Seller is not liable for any delay in performing, or failure to perform, any of its obligations where the delay or failure results from events or circumstances outside its reasonable control. These include acts of God; decrees or restraints by civil authorities including acts of local and national government; extreme or severe weather; extremes of temperature, heatwave, drought orders, hosepipe bans and other water restrictions; wildfire, storm, flood and drought, and the effects of any of these on the availability, moisture content, condition or transport of timber; labour disputes of whatever nature including work to rule, strikes and lockouts; perils of the sea or air; fire, explosion, embargo, war, riot, civil commotion, sabotage and terrorism; epidemic and pandemic; breakdown of plant or machinery; failure of utilities or communications networks; and shortage or unavailability of labour or of raw materials from a natural source of supply.
- 19.2 In those circumstances the Seller may delay or cancel delivery, reduce the amount delivered, or suspend performance for the duration of the event and for a reasonable period afterwards, and is not in breach of the Agreement or liable for any resulting delay.
- 19.3 If the event continues for more than 60 days, either party may terminate the Agreement by written notice, in which case the Seller shall refund any sums paid for Goods not delivered, less the cost of any bespoke Goods already manufactured or materials already committed.

20. Data protection

- 20.1 Each party shall comply with its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018 in respect of any personal data processed in connection with an Agreement. The Seller processes personal data in accordance with its privacy notice, which is available on request and at <https://www.thaxterstimber.co.uk/downloads/privacy-policy.pdf>.

21. Compliance

- 21.1 Each party shall comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and with all applicable modern slavery legislation, including the Modern Slavery Act 2015.
- 21.2 Where the Seller's personnel attend the Buyer's site or premises, the Buyer shall ensure the site is safe and shall provide the Seller in advance with all site rules, risk information and health and safety requirements. Each party shall comply with the Health and Safety at Work etc. Act 1974 and regulations made under it.

22. Entire agreement

- 22.1 The Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 The Buyer acknowledges that in entering into the Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) which is not set out in the Agreement. The Buyer confirms that it has relied on its own skill and judgement, and on any independent advice it has taken, as to the suitability of the Goods for its intended purpose.
- 22.3 Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

23. Assignment

- 23.1 The Buyer may not assign an Agreement or any part of it without the Seller's prior written consent.
- 23.2 The Seller may assign an Agreement or any part of it to any person, firm or company.

24. Waiver

- 24.1 A failure by either party to enforce, at any time or for any period, any one or more of the terms of an Agreement is not a waiver of them, or of the right at any later time to enforce all the terms of an Agreement.

25. Variation

- 25.1 Any variation to these Conditions, including any special terms agreed between the Parties, is of no effect unless agreed in writing and signed by an authorised person on behalf of the Seller.

26. Severability

- 26.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision shall be severed and the remaining provisions continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

27. Notices

- 27.1 Any notice given under an Agreement must be in writing and sent to the registered office or principal place of business of the recipient, by hand, by pre-paid first class post, or by email to an address notified by the recipient for that purpose.
- 27.2 A notice is deemed received: if delivered by hand, on signature of a delivery receipt; if sent by pre-paid first class post, at 9.00 am on the second Working Day after posting; if sent by email, at the time of transmission or, if transmission occurs outside business hours, at 9.00 am on the next Working Day.
- 27.3 This clause does not apply to the service of any document in legal proceedings.

28. Rights of third parties

- 28.1 The Parties do not intend that any term of an Agreement shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

29. Governing law and jurisdiction

- 29.1 An Agreement, 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), is governed by and construed in accordance with the law of England and Wales. The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction.