

## **STANDARD TERMS OF PURCHASE**

[www.oakfloorboards.co.uk](http://www.oakfloorboards.co.uk)

These Standard Terms of Purchase apply to the sale, supply and delivery by Radnor Oak of all floorboards, skirting boards, trims, and any other Products and accessories forming part of its Product range shown on this website from time to time. These Terms may be changed from time to time.

By making purchases through this website, **THE CUSTOMER ACKNOWLEDGES HAVING READ, UNDERSTOOD AND ACCEPTED THE SAID STANDARD TERMS OF PURCHASE** and agrees that these will govern the sale and supply of Products to the Customer.

### **1. DEFINITIONS**

In these Terms the following initially capitalised expressions shall, unless the context otherwise requires, have the meanings set out next thereto:

**Associated Works:** shall mean all works of any and every kind required in connection with the installation of a Product.

**Customer:** means any purchaser of Products

**Price:** means the aggregate price for the sale, supply (and delivery if quoted for) of the Product(s) supplied by Radnor Oak, or as may be amended from time to time in accordance with these Terms.

**Production Process:** means Radnor Oak's order processing, administration processing, design, manufacturing, ordering and delivery schedules and systems.

**Products:** means all oak floorboards, skirting boards, trims, other joinery and timber items, accessories and any other items forming part of the Radnor Oak 'product range' from time to time.

**Project:** means the proposed purchase and installation of a Product by a Customer.

**Radnor Oak:** means RADNOR OAK LTD of Unit 13, Broadaxe Business Park, Presteigne, Powys, LD8 2UH.

**Site:** means the address for delivery of Products.

**Terms:** means these Standard Terms of Purchase.

### **2. QUOTATIONS & ESTIMATES**

**2.1** All quotations and any order placed pursuant to a quotation are subject to these Terms.

**2.2** Price estimates for bespoke or non-standard Products discussed during telephone conversations may be used for estimating purposes only. Quotations for bespoke Products are only valid if they are provided in writing by Radnor Oak.

### **3. PRICE**

**3.1** Subject to clause 3.2, the price for the sale, supply and delivery of all Products ordered shall be as per the Price specified on this website, unless a quotation has been prepared by Radnor Oak for a bespoke product. VAT will be added to the Price at the prevailing rate.

**3.2** Radnor Oak may increase the Price if the Project is delayed for any reason or circumstances occur

beyond its control, for example: due to delays in the Customer accepting delivery of Products, the Customer requesting amendments or additions to an order, the Customer or their chosen agent, contractor or representative delaying the Project due to site conditions or workload, the Customer not securing the services of a site contractor, the Customer delaying payment, the cost of raw materials and labour increasing etc.

### **4. ORDER PROCESSING AND PAYMENT**

**4.1** A contract, incorporating these Terms Of Purchase, shall be formed between Radnor Oak and the Customer as soon as the Customer pays Radnor Oak for the Products in cleared funds. Upon paying for the Products, the Customer agrees to accept delivery of Products in line with Radnor Oak's Production Process.

**4.2** Radnor Oak will issue the Customer with an invoice for standard Products ordered through this website once it receives the required payment in cleared funds. Products will be prepared for the Customer using information taken from the relevant order placed through this website.

**4.3** Radnor Oak will issue the Customer with an invoice for bespoke Products after the Customer has accepted the bespoke quotation and has confirmed their order by email. Bespoke Products will be prepared once Radnor Oak receives the required payment in cleared funds.

**4.4** Customers acknowledge that no order will be processed until cleared payment is received by Radnor Oak.

**4.5 All payments for all Products will include V.A.T. charged at the current rate.** This includes where any invoices are paid or other payments are made by third parties such as a Customer's Site contractor.

**4.6** Following receipt by Radnor Oak of the Customer's cleared payment, the order will be deemed accepted and will become 'live' and will be included in the Production Process and the Customer shall become obliged to take delivery of the Product. The Customer acknowledges that the Production Process begins the moment an order becomes 'live' and thereafter requires tasks to be undertaken by multiple members of staff at significant cost to Radnor Oak.

**4.7** Payments for Products can be made via this website, or by most debit cards via telephone or in person, or electronically directly into Radnor Oak's bank account, details of which will be set out on invoices. We do not accept payment by cheque or credit cards.

**4.8** If a Customer makes no reasonable attempt to accept delivery of Products which are ready for delivery, for a period of eight (8) weeks or more, then Radnor Oak reserves the right to cancel the Project and payment will not be refunded. The Customer will be notified of such cancellation and will have to pay any storage and additional expenses incurred in full, less any savings that can be made by Radnor Oak. Radnor Oak shall be entitled (but not

obliged) to sell the Product if an alternative buyer can be found. Radnor Oak may use the proceeds of such sale to offset any sums due from the Customer.

## **5. TITLE IN GOODS**

All goods remain the property of Radnor Oak until paid for in full.

## **6. DELIVERY & COLLECTION**

- 6.1** In most instances, delivery will be made by an external transport company. The actual day for delivery will be agreed with the Customer when the Products are ready to deliver. The Customer agrees to accept delivery of the Products within fourteen (14) days of being notified by Radnor Oak that the Products are available for delivery.
- 6.2** All timescales indicated are given in good faith. Time of delivery shall not be of the essence and will be subject to the transport company's work schedule, processes and traffic conditions.
- 6.3** It is the responsibility of the Customer to ensure that Site access is suitable for a lorry and for off-loading Radnor Oak products. It is the delivery driver's decision as to whether access to a Customer's property is suitable for a delivery vehicle. In the event that access to a Customer's property is unsuitable for delivery and off-loading, the Customer may make available a suitable alternative off-loading area prior to delivery being arranged.
- 6.4** The Customer or his / her representative must be available on delivery to receive and sign for the Products which are to be offloaded. Products will require carrying from the delivery vehicle to the Customer's Site by hand. Customers shall ensure that they arrange this themselves, or arrange for helpers. Delivery drivers may help carry goods from their vehicle, but this is at their discretion. The Customer's signature on the delivery note after offloading will confirm that the Products delivered conform to the order and were delivered in good condition.
- 6.5** The Products due for delivery will be stored undercover for fourteen (14) days free of charge after the Customer has been notified that their Products are ready to be delivered. Any storage after this period may be charged for at £10 + v.a.t. per day. Storage charges must be paid by the Customer prior to the delivery or collection of the Products.
- 6.6** Radnor Oak will not be responsible for any damage caused to the Products, the Customer's property, any neighbouring property or any highways during the delivery, offloading or installation of any Product. Any transport company used by Radnor Oak will carry its own insurances.
- 6.7** Customers can collect their Products from the Radnor Oak depot. If collection is requested, Radnor Oak will advise Customers when the Products are ready for collection. Customers agree to collect Products via a suitable and legal mode of transport. Please call us to discuss collections.

**6.8** All packaging and pallets are the responsibility of the Customer. Pallets can be re-used, recycled or burned as firewood.

**6.9** No deliveries are made to Jersey or Guernsey, however, Customers can arrange for Products to be collected.

**6.10** If delivery of Products cannot be made on the date agreed with the Customer due to; the Customer or their representatives not being at the Site when the delivery arrives; the Site not being suitable for delivery; no suitable off-loading area being made available by the Customer, then the Customer agrees to pay a further delivery charge. An alternative delivery date will be agreed with the Customer prior to delivery being attempted again.

## **7. DAMAGED OR FAULTY MATERIALS**

**7.1** Any Products damaged during offloading, whether the operator of the delivery or offloading vehicle is recommended by Radnor Oak or not, will not be the responsibility of Radnor Oak but such materials may be replaced by Radnor Oak at a cost agreed with the Customer which will include additional transport charges. All steps taken to recover damages from the operator or driver of a delivery or offloading vehicle shall be the responsibility of the Customer.

**7.2** All claims for replacement of any materials or Products delivered on the basis that they are faulty or damaged, must be received by Radnor Oak in writing within three (3) working days of delivery, together with photographic evidence of the materials claimed to be damaged or faulty. Radnor Oak will inspect the images of the Products before considering replacements. It may be necessary for Radnor Oak to inspect the Products prior to agreeing replacements.

**7.3** If replacements are agreed by Radnor Oak, they will be delivered as soon as is practicable but Radnor Oak shall have no liability for any delay caused in a Project due to time taken in sourcing and delivering such replacement materials.

**7.4** Goods will be deemed to have been fully accepted if they have been installed or altered in any way.

## **8. GRADING & APPEARANCE**

**8.1** Radnor Oak will endeavour to deliver appropriate Products to Customers at all times. Information regarding the grading of flooring and other timber products can be found on the Radnor Oak website. The Customer agrees that, due to the nature of oak and other timber Products, there will be variations which can include, but shall not be limited to: colour, grain configuration, volume of knots, size of knots, volume of sapwood, volume of pin holes, surface checks & splits and on timber faces and edges. The Customer accepts that these are natural characteristics of oak and other timber products, and that Products delivered to the Customer may vary to those shown on the Radnor Oak website or any samples sent to the Customer. The Customer acknowledges that flooring and other timber Products will vary in appearance along their length,

width and thickness, and that each component will vary to the next. The Customer agrees that Radnor Oak will deliver the appropriate grade of Products which have been ordered by the Customer, and that these grades are in line with Radnor Oak's grading system. Radnor Oak will always decide which grade a Product falls within.

- 8.2** The Customer agrees that photography of Products shown on this website or on other media may not be a true representation of Products due to varying light conditions, photography quality, screen quality of computers, laptops, tablets or mobiles etc.
- 8.3** The Customer agrees that flooring or other timber samples provided by Radnor Oak may not fully represent Products, due to the short dimension of samples and their inability to show sufficient variations of natural characteristics or colour. Samples will demonstrate the correct dimensions.
- 8.4** Oak and other timber changes colour with time after installation, especially when exposed to sunlight. Radnor Oak will not be held responsible for any changes in colour of timber comprised within its Products, either before or after installation.
- 8.5** Joists, battens and other Products will be supplied from a suitable structural grade of treated softwood timber and may include grading stamps on some faces. These will be supplied from planed or sawn timber in over length sizes. Some softwood timber items may contain splits, checks, waney edges and knots. These are natural characteristic of timber and are not considered to be faults. Softwood items can bend, cup and split whilst being stored (in packs or loose) after they have been delivered. It is common for some softwood timber items to vary in dimension and colour to those shown on this website. Radnor Oak will not be responsible for any variation in the dimensions or colour of softwood or oak timber items, or for shrinkage, movement, knot displacement, bending, cupping or splitting. Softwood timber items will be deemed fit for purpose prior to inclusion in Products and delivery.
- 8.6** Some treatments of softwood timber Products may contain colourants which are visible on the timber. The treatment of softwood timber is undertaken by suppliers. The Customer acknowledges that Radnor Oak has no control over the colour of treated timber, and will accept the colour of softwood timber items and Products supplied by Radnor Oak.

## **9. MOVEMENT OF TIMBER PRODUCTS**

- 9.1** Radnor Oak flooring, skirting boards, trims and other timber Products are manufactured from natural materials. All due care is taken to ensure that Products are supplied at the correct level of humidity for their purpose. Natural movement will occur with changes in temperature and humidity and this will not be considered to be a fault in the goods. All components and Products will be deemed fit for purpose prior to delivery. Radnor Oak does not accept responsibility for movement, distortion, warping, cupping, shrinkage or swelling after delivery has been made. This shall include, but shall

not be limited to, the introduction of heating (underfloor or otherwise) to a room for the first time after the introduction of timber products, failure to properly acclimatise timber products, the use of underfloor heating beneath Products, the presence of damp, leaks or flooding, excessive heat, fluctuations in humidity or heat, the storage of the goods in damp or excessively hot conditions or areas of the property. All flooring, skirting, trims and other timber Products will be deemed fit for purpose prior to delivery.

## **10. DIMENSIONS, WEIGHT, SHORTAGES, & WASTE**

- 10.1** The dimensions of some oak flooring and other timber components supplied to Radnor Oak may change from those shown on this website. Radnor Oak will advise Customers of any variations or changes to dimensions of Products it becomes aware of.
- 10.2** Any estimates given by Radnor Oak to any person relating to the weight of oak, timber or Products are for guidance only and are given in good faith and may not be accurate. No products or components will be weighed by Radnor Oak. Customers are advised not to lift or carry any Products which they cannot handle safely and comfortably.
- 10.3** Any shortages of flooring, skirting and other Products required on Site by Customers will not be the responsibility of Radnor Oak. It is the Customers responsibility to order sufficient quantities of each Product required. It is recommended to order at least 10% to 15% extra to be certain of sufficient materials and to allow for incorrect cutting, rejection of unwanted natural characteristics, and the cutting out of unwanted natural characteristics. Additional Products can be delivered to Customers if required at an agreed Price.
- 10.4** Any shortage of joists, battens, or other softwood timber items due to incorrect cutting on Site will not be the responsibility of Radnor Oak. It is recommended that all longer sections are fitted first so that off-cuts can be used for shorter spans. Radnor Oak will deliver additional materials at an agreed price should these be required.
- 10.5** Off-cuts of timber components, wood chips, saw dust and any other surplus materials created during the Site operations, whether supplied by Radnor Oak or by others, are the responsibility of the Customer.
- 10.6** The Customer acknowledges that the dimensions of timber flooring and other Products supplied by Radnor Oak can vary slightly due to the machining processes involved in making them, and that this is not a cause for complaint.

## **11. STORAGE & INSTALLATION**

- 11.1** It is essential that all Products are correctly stored, installed, and sealed (when applicable). Radnor Oak will not under any circumstances be responsible for any damage to Products or to a Customers property due to inappropriate storage, installation or sealing of any Products, or for the failure of any installation

method, sealant or application used on any Product. Radnor Oak will not be responsible for the manner in which Products are stored or fitted on site by a Customer or by a contractor.

- 11.2 Radnor Oak may recommend a contractor which it feels will be suitable for installing Products, however it will not be responsible for any aspect of the conduct of such contractor in carrying out Site work.
- 11.3 Storage and installation guidelines shown on this website or given by Radnor Oak are for general guidance only. The Customer acknowledges that all information and guidelines offered by Radnor Oak are not exhaustive, and that Radnor Oak will not be liable for any loss or damage to Products or the Customers property arising from the use of information or guidelines supplied in any format by Radnor Oak.
- 11.4 The Customer is responsible for checking that the goods are suitable for their intended purpose and that the Site conditions, storage methods and installation methods are appropriate.

## 12. CANCELLATION AND RETURNS

- 12.1 Radnor Oak does not stock any flooring, skirting, trims, or any other timber Products shown on this website. All Products are prepared by Radnor Oak or by its suppliers 'per Project'. Where the Customer has received their Products but no longer requires them, they may be returned in accordance with our Cancellation and Returns policy.
- 12.2 To cancel an order, the Customer must email [info@radnorok.co.uk](mailto:info@radnorok.co.uk) within 14 days of ordering stating their name, delivery address, order number and confirmation that they wish to cancel their order.
- 12.3 If Products have not been dispatched and the Customer has informed Radnor Oak of their wish to cancel the order in sufficient time, Radnor Oak will cancel the order and the Products will not be dispatched to the Customer.
- 12.4 If the Customer has received the Products, or the Customers cancellation email has been received too late to cancel dispatch, it is the Customer's responsibility to return the Products to Radnor Oak at their own expense.
- 12.5 Products must be returned safely and securely by the method they were delivered to the Customer. Usually, this is a courier or specialist transport company as the Products are not suitable for sending in the regular post.
- 12.6 Wooden Products, such as floorboards, skirting boards, trims etc. must be returned in their original, unopened packaging. The packaging has been designed to keep the Products safe and secure and to avoid them being damaged in transit. Radnor Oak also requires this packaging to be returned in order that the Products may be resold in it or returned to the supplier.
- 12.7 Accessories, such as fixings, sealants and adhesives, must be unopened but can be returned in any box or packaging provided they are wrapped securely to avoid damage or spillage.

- 12.8 The Customer is responsible for the cost of returning all Products to Radnor Oak.

## 13. INSPECTION AND REFUNDS

- 13.1 On receipt of the returned Products, Radnor Oak will inspect them and determine what refund (if any) the Customer is entitled to.
- 13.2 The Customer will receive a refund of the full price of any accessories (stains, sealants etc.) less a handling and restocking fee of 20% of the purchase price provided that the tins are undamaged and have not been opened.
- 13.3 For wooden Products (floorboards, skirting boards etc.) the Customer will receive a refund of the full purchase price, less a handling and restocking fee of 20% of the purchase price for any standard items that are returned in their original unopened and undamaged packaging, and are in an unspoiled condition and that can be resold or returned to the supplier.
- 13.4 If the original packaging for wooden products is opened or damaged the Customer will not be entitled to any refund.
- 13.5 If items are not in an unspoiled condition, for example if they have swelled, shrank, distorted, cupped, warped or moved they will not be able to be resold or returned to the supplier and the Customer will not receive any refund. Alternatively, if they have been stained, cut, drilled or damaged in any way the Customer will not receive any refund.
- 13.6 **Our timber products are machined from natural materials, and are therefore susceptible to swelling, shrinkage and distortion when they are not stored in a climate controlled environment. This includes during transit. Therefore, the products will be assessed according to the state they are in when they are received by Radnor Oak, not when they leave the customer's premises. Radnor Oak's expert opinion is final in making this decision.**
- 13.7 If the Customer returns bespoke Products that have been made to the Customer's specifications they will not be able to be resold and therefore the Customer will not receive a refund for them.
- 13.8 No refund will be given for surplus Products left over after installation.
- 13.9 Where the Customer is entitled to a refund, Radnor Oak will make the refund as soon as reasonably possible and in any event within 14 days of Radnor Oak receiving the Products back.

## 14. INTELLECTUAL PROPERTY

- 14.1 Radnor Oak or its licensors will at all times remain the owner of all design rights and intellectual property in the Products it sells directly or through re-sellers, and the Customer expressly agrees that any drawings, designs, documents, photographs, images or quotations provided by Radnor Oak will not be passed to or used by any person other than the Customer and his/her Site contractor, without the written permission of Radnor Oak. The Customer acknowledges that at no time will any

such intellectual property or designs belonging to Radnor Oak be copied or used for any purpose without the express written permission of Radnor Oak.

**14.2** The Customer shall not allow photography of Radnor Oak Products for commercial use by others unless authorised by Radnor Oak.

**15. FORCE MAJEURE**

Radnor Oak shall have no responsibility for any delays or failures to meet its obligations due to any cause outside its reasonable control including (without limitation) Acts of God, war, riot, malicious acts of damage by third parties, civil commotion, strike, lockout or industrial dispute in connection with any third party unrelated to the parties, refusal of licence, power failure or fire. Should any such failure of performance persist for a period of 1 (one) month or more by virtue of any of the aforesaid events then Radnor Oak may terminate its agreement with the Customer, without any liability on its part by written notice.

**16. EXCLUSION OF LIABILITY**

**16.1** Save that the Products will be of merchantable quality, fit for their purpose and conform to specification and drawings Radnor Oak hereby excludes all other warranties, both express and implied, absolutely. The Customer acknowledges that, in entering into this Product Purchase Agreement, it is not relying on any representation, warranty or other assurance except those set out herein and the Customer unconditionally and irrevocably waives all claims in respect of any other representation unless made fraudulently.

**16.2** Without prejudice to any other provision hereof to the extent permissible by law, it is agreed that the liability of Radnor Oak for damages (if anything) shall not exceed an amount equivalent to the Price paid or payable by the Customer for the Products and that this shall be the Customer's sole remedy.

**16.3** In no event shall Radnor Oak be liable for loss of profits or consequential or indirect losses of any kind or for any exemplary damages.

**16.4** This Clause 15 shall extend to Radnor Oak's liability in tort (if applicable) as well as in contract

**16.5** No limit on liability shall apply to claims for death and personal injury or for fraudulent statements where caused by Radnor Oak's negligence.

**16.6** The Customer shall fully and completely indemnify Radnor Oak from any claims or liability from any third party relating to or resulting from the supply of Products to the Customer or their manufacture or installation.

**17. GENERAL**

**17.1 Notice.** Any notice served pursuant to these Terms shall be properly served if sent to the address of the other party contained herein or to such other address as such party may have notified to the former in writing for such purpose and shall be deemed delivered by

- First class registered post – 48 hours after dispatch
- by hand delivery – immediately upon delivery

**17.2 Right to Assign.** The Customer may not assign its rights under any agreement incorporating these Terms.

**17.3 Choice of Law.** Any agreement incorporating these Terms shall be governed and construed in accordance with the laws of England and the parties hereto hereby agree and consent that any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English courts.

