

Hardwood Dimensions (Holdings) Limited

Trading as Hardwood Dimensions and Pendle Hardwoods

Terms of Trading

For all sales through our UK stock programme all the following terms and conditions apply:

1	Price	5.4	If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward any due date for payment. We may do any of those at any time without notice.	9	Return of goods
1.1	The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery or collection.	5.5	You do not have the right to set off any money you may claim from us against anything you may owe us.	9.1	We will accept of the goods from you only: 9.1.1 by prior agreement (confirmed in writing) 9.1.2 on payment of the re-packing charge of 25% and a collection charge (unless the goods were defective when delivered); and 9.1.3 where the goods are as fit for sale on their return as they were on delivery.
1.2	Due to currency variations our quotations lapse after 10 days (unless otherwise stated)	5.6	While you owe money to us, we have a lien on any of your property in our possession.	10	Cancellation
1.3	The price quoted excludes delivery to your premises on the UK mainland (unless otherwise stated).	5.7	you are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.	10.1	If the order is cancelled (for any reason) by you, you are to pay for all stock (finished or unfinished) that we have bought and/or committed to unless agreed by us and confirmed in writing.
1.4	Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price agreed at the time of order, except for clause 1.6 below.	6	Title	10.2	We may suspend or cancel the order, by written notice if: 10.2.1 you fail to pay us any money when due (under the order or otherwise) 10.2.2 you become insolvent 10.2.3 you fail to honour your obligations under these terms.
1.5	Rates of tax and duties on the goods will be those applying at time of order.	6.1	Until you pay all debts you may owe us:	10.3	You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 10.1 then apply)
1.6	Under exceptional circumstances, before delivery we may adjust the price to reflect any increase in our costs of supplying the goods due to such things as, but not limited to: currency variations, freight charges, our suppliers change in price.	6.1.1	all goods supplied by us remain our property;	11	Waiver and variations
1.7	We may supply the goods in quantities (by count or volume) of up to 10% more or less than the quantity ordered and charge you for the goods actually delivered.	6.1.2	you must store them so that they are clearly identifiable as our property;	11.1	Any waiver or variation of these terms is binding in honour only unless: 11.1.1 made (or recorded) in writing; 11.1.2 signed on behalf of each party; and 11.1.3 expressly stating an intention to vary these terms.
2	Delivery	6.1.3	You must insure them (against the risk for which a prudent owner would insure them) and hold the policy on trust for us;	11.2	All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
2.1	All delivery times quoted and agreed are estimates only.	6.1.4	you may use those goods and sell them in the ordinary course of your business, but not if: A) we revoke the right (by informing you in writing); or B) you become insolvent.	12	Force majored
2.2	If we fail to deliver within a reasonable time of the agreed delivery date, you may (by informing us in writing) cancel the contract, how ever; 2.2.1 you may not cancel if we receive your notice after the goods have been despatched; and 2.2.2 if you cancel the contract, you can have no further claim against us under that contract	6.2	You must inform us (in writing) immediately if you become insolvent.	12.1	If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
2.3	If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).	6.3	If your right to use and sell the goods ends you must allow us to remove the goods.	12.2	Examples of those circumstances include act of God, accident, explosion, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
2.4	We may, in exceptional circumstances deliver the goods in instalments. Each instalment is treated as a separate contract.	6.4	we have your permission to enter any premises where the goods may be stored: 6.4.1 at any time to inspect them; and 6.4.2 after your right to use them has ended, to remove them, using reasonable force if necessary.	13	General
3	Delivery and safety	6.5	Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.	13.1	English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
3.1	We may decline to deliver if; 3.1.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or 3.1.2 the premises (or the access to them) are unsuitable for our vehicle or our sub contracted vehicle; or 3.1.3 there has been an adverse change in our credit opinion of the customer between placing the order and the time of delivery/collection.	6.6	You are not our agent. You have no authority to make any contact on our behalf or in our name.	13.2	We are a member of a group of companies whose holding company is Hardwood Dimensions (Holding) Limited (together 'group companies') and we may: 13.2.1 perform any of our obligations and invoice you through any of our group companies; and 13.2.2 treat a debt owed by to a group company as a debt owed to us.
3.2	If for any reason you fail to collect the goods we shall store the goods for 14 days at our expense. After the 14 days we will charge you a daily rate for storage, unless otherwise agreed by us in writing.	7	Warranties	13.3	If you are more than one person, each of you has joint and several obligations under these terms.
4	Risk	7.1	We warrant that the goods: 7.1.1 comply with their quality grade description on our acknowledgement of order form; and 7.1.2 are free from material defect at the time of delivery (as long as you comply with clause 7.3) (this does not include defects which are allowed within the relevant timber grade)	13.4	If any of these terms are unenforceable as drafted: 13.4.1 it will not affect the enforceability of any other of these terms; and 13.4.2 if it would be enforceable if amended, it will be treated as so amended
4.1	The goods are at your risk from the time of delivery	7.2	We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.	13.5	We may treat you as insolvent if: 13.5.1 you are unable to pay your debts as they fall due; or 13.5.2 you (or any item of your property) become the subject of: A) any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy); B) any application or proposal for any formal insolvency procedure; or C) any application, procedure or proposal overseas with similar affect or purpose.
4.2	Delivery takes place either: 4.2.1 As soon as the goods are loaded onto your vehicle at our premises (if you are collecting them or arranging carriage); or 4.2.2 As soon as goods are unloaded at our premises (if we are arranging carriage)	7.3	If you believe that we have delivered goods which are in breach of our warranty, you must: 7.3.1 inform us (in writing), with full details, as soon as possible; and 7.3.2 allow us to investigate (we may need access to your premises and product samples). 7.3.3 not alter or go on to manufacture the goods 7.3.4 you must not 'Break Bulk'	13.6	All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
4.3	You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to tell us within five working days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods before they are re-manufactured or altered in any way. We cannot issue any credit note for any claim if the goods have been re-manufactured in any way before our inspection.	7.4	If the goods are found to be in breach of our warranty (following our investigations), and you have complied with those conditions (in 7.3) in full, we will (at our option): 7.4.1 (Where the goods do not comply with their description, for example, are of a lower grade) account to you for the difference in price between the goods ordered and the goods delivered; 7.4.2 Replace the goods; or 7.4.3 Refund the price.	13.7	Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
5	Payment terms	7.5	We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.	13.8	No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
5.1	You are to pay us in cash or in cleared funds before delivery, unless you have an approved credit account or by prior written arrangement by us.	7.6	Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £1.0 million pounds	13.9	The only statement upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either: 13.9.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or 13.9.2 which expressly state that you may rely on them entering into the contract.
5.2	If you have an approved credit account, payment is due no later than the date clearly marked on the invoice unless otherwise agreed in writing.	7.7	For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.	13.10	Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
5.3	If you fail to pay in full on the due date: 5.3.1 we may suspend or cancel future deliveries; we may cancel any discount offered to you; 5.3.2 we may be forced to report late payment to our external credit insurance supplier and any external credit rating organisation. 5.3.3 you must pay us interest at the rate set under S.6 of the Late Payment of Commercial Debt (interest) Act 1998 A) calculated (on a daily basis) from the date of our invoice until payment. B) compounded on the first day of each month; and C) before and after any judgment (unless a court orders otherwise); 5.3.4 we will claim fix sum compensation from you under S.5A of the Act to cover our credit control overhead costs; and 5.3.5 we will recover (under clause 5.7) the cost of taking legal action to make you pay.	7.8	Nothing in these terms restrict or limits our liability for death or personal injury resulting from negligence.	14.0	Data Protection
		8.0	Specification	14.1	We comply with the new General Data Protection Regulation (GDPR), a copy of our privacy policy is available upon request
		8.1	If we prepare the goods in accordance with your specifications or instructions: 8.1.1 you must insure that the specifications or instructions are accurate; and 8.1.2 you must ensure that the goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them.		
		8.2	If you instruct us to use a third party to manufacture your goods please note that such operations shall be carried out in accordance with their terms and conditions of trade.		
		8.3	We reserve the right to make any changes in the specifications of our goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.		