

Terms and Conditions

Interpretation

'Buyer' means the person who accepts a quotation from the Company for the sale of goods or whose order for the goods is accepted by the Company.

The 'Company' means Timber Displays.

The 'Goods' means the goods (including any installment of the goods or any part of them) which the Company is to supply in accordance with these conditions.

Acceptance of Goods

All orders are accepted in accordance with the following condition unless expressly excluded or varied by contract or quotation.

The Company accepts no responsibility for errors or misunderstanding on orders not placed or confirmed in writing in case of any discrepancy between the following conditions and any terms or conditions stated by the Buyer on his order or otherwise, these conditions shall prevail.

Acceptance of delivery of the Goods shall be deemed to be conclusive evidence at the Buyer's acceptance of these terms and conditions.

No order which the Company has accepted may be cancelled by the Buyer except with the written agreement of the Company and on terms that the Buyer shall indemnify the Company in full against all losses (including loss of profit), costs, damages, charges and expenses suffered or incurred by the Company as a result of the cancellation.

Delivery

Any dates specified by the Company for delivery of the Goods are approximate only and the Company accordingly shall have no liability to the Buyer if there is a delay in delivery. The Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delivery delay of the Goods (even if caused by the Company's negligence) nor unless such delay exceeds 180 days will any delay entitle the Buyer to Terminate or rescind the Contract

Title

Notwithstanding the acceptance of any order or the delivery of Goods, ownership of the Goods supplied by the Company shall remain vested in

the Company until payment in full has been made to the Company. The Company is entitled to re-possess the Goods and shall have the same rights in respect thereof as an unpaid seller in possession.

Prices

Prices, discounts and carriage terms are subject to variation by the Company without notice and all Goods will be invoiced at current prices at the time of dispatch, unless quoted as firm acceptance within a specified period.

Payment

Unless otherwise specified on the Company's invoice, our terms are strictly 14 days net of the date of invoice. In the event of non-payment within the specified payment terms, the Company shall be entitled to charge the Buyer interest (both before and after judgment) on the amount unpaid at the annual rate of 4% above HSBC Bank PLCs base rate until payment is made in full.

Quality

Twelve months warranty upon delivery of the Goods is given on new equipment and three months on refurbished equipment sold by the Company.

The Company shall not be liable for a breach of the warranty unless the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit, to the carrier within five days of the date of delivery.

The Company shall not be liable for a breach of warranty if the defect arises because the Buyer has failed to follow the Company's oral or written instructions as to the installation, storage, use of maintenance of the Goods or if the Buyer alters or repairs such Goods without the written consent of the Company.

If the Buyer makes a valid claim against the Company based on a defect in the quality of the Goods, the Company shall at its option repair or replace such Goods (or the defective part) free of charge or refund the price of such Goods at the pro-rata rate (provided that, if the Company so requests, the Buyer shall, at the Buyer's expense, return the part of such Goods which is defective to the Company. Any Goods replaced will belong to the Company and any repaired or Replacement Goods will be

guaranteed for the unexpired portion of the warranty.

Equipment Loan

The Company do not loan equipment

The Buyer's attention is drawn to the following conditions

The Company shall not be liable to the Buyer by reasons of any representation or any implied warranty, condition or other term or any duty at law or under the express terms of this Contract for any indirect or consequential or

Damage (whether for loss or profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Company's its employees, or sub-contractors) which arise out of or in connection with the Contract. Any goods returned to the Company will incur a 15% re-stocking charge unless otherwise agreed by the Company prior to their return

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