

*DECKING – CONSTRUCTION – DEVELOPMENTS – SERVICES – SUPPLIES.*

### Terms and Conditions of Business

**Services** - Any work that is carried out for and on behalf of Quality Timber Decking Co. Ltd will comply with its terms and conditions of business so as not to be to the detriment of QTD's standing in the market, and will strictly adhere to QTD's branding and marketing policies. QTD are not liable for any product claims or the misuse or misinterpretation of its website content and is used at the client's discretion. The company name, website domain names, images, text and description of services QTD provide are protected by copyright law and will not be changed or used in any way unless by prior written consent from QTD. QTD retains all intellectual property rights on all projects designed and built by QTD.

Should the client project require planning permission it is entirely the client's responsibility for obtaining all necessary consent.

**Delays to projects** - Once a project has been agreed and deposit paid, every attempt is made by QTD to meet the provisional start date agreed at the time. However should a project be subsequently delayed by the client after work has commenced for any reason outside of QTD's control, forcing QTD to leave the site, then a charge of £200.00 per day for each carpenter working on site at the time will be incurred by the client until work can re-commence. QTD will not be responsible to the client by way of compensation for any delays to a project caused by timber suppliers not having enough timber to meet delivery dates, after an order has been placed in good faith by QTD. Should the client request any modifications or adjustments to the project then QTD must be informed prior to completion and leaving site. Failure to do so will incur additional labour costs in returning to site.

### Payment Terms

Are strictly in accordance with QTD terms laid down in the quotation/contract and overrides and supersedes any other terms by the customer. A non-refundable cheque deposit for one third of the gross value will be required at the time of ordering to secure building slot and procurement of materials. The Interim third on the day work commences and the balance of all monies due on completion of project. Additions and alterations to the original quotation/contract requested during a project will be subject to the same payment terms without exception unless specified in writing by QTD. Failure to comply with our payment terms will incur interest charges being added to the quotation/contract price at 2% above Bank of England Base Rate and will accrue daily until payment is received.

### Conditions of Sale

Under the clause 'All Sums Due' Title to the goods supplied and installed by QTD shall remain the property of QTD until paid for in full. QTD may recover these goods at any time against any monies owed and not just the debt for the goods recovered. The client grants QTD unrestricted access to reclaim the goods. Any goods returned at the clients expense and providing they are still in a new condition will be subject to a 10% restocking charge.

### Conditions of Contract

Working hours onsite are 8 hours per day Mon-Fri. Additional working hours will be charged to the contractor/client at not less than £25 per hour per carpenter. Any retention of monies, liquidated damages and late penalty payments will not be accepted by QTD.

### Warranty

As a constructed product it is warranted by QTD as being properly designed and built, and therefore fit for the purpose under the sale of goods act. This naturally excludes fair wear and tear, and any ground or building movement out of its control. QTD always, however design and structure each product to exceed all current Building Standards, and ensure that it complies with all reasonably known factors at the time of its installation. Any alteration to the product by the client or others is at the owner's risk and negates any warranty offered by QTD. Workmanship is warranted for 12 months from completion (subject to payment terms being met). Any claim should be made in writing to QTD within 2 days of discovery.

### Natural Product

As a natural product wood will expand and contract with occasional grain checking/shakes (opening) appearing on the surface. This is due to the variable weather conditions and changing moisture levels adjacent to it. Occasional defects like chips and marks will be present although every attempt is made where possible to keep this to a minimum on the timber QTD supply. Hardwood packs are shipped in from countries like Brazil. Each timber layer in the pack has to be battened to aid stability and breathing of the timber. A surface colour change will be apparent where the batten has been along with some localised staining. This is normal and will fade away, or it can be removed by sanding or cleaning the timber prior to oiling. QTD are not liable for this. The wood will fade to a silvery grey if left to age naturally, some species will age quicker than others. As a design, build and supply company QTD purchase wood from respectable suppliers in good faith, and are not liable for any changes in the wood once it has been supplied or installed by QTD. Should at a later point a defect occur in modified softwoods after they have been supplied or installed by QTD and after a build project is signed off by the customer as 'completed to their satisfaction'. Then QTD will contact the supplier to request the defective material be replaced. If the manufacturer/supplier accepts liability then if QTD have installed this timber, they will be happy to replace the defective timbers with new timbers at a labour cost of £200 per day for each carpenter that is required to remove and replace the timbers. This will be the extent of QTD's obligation.

### Treatments

Softwood and Hardwood oils will enhance the timbers natural colour and help to slow down the aging process. UV/weathering exposure and deck use vary enormously and the long term performance of the treatments will vary, therefore no warranty can be implied.

### Cleaning Treatment

QTD will make every effort to clean and restore your deck to a nearly new look. However as timber is a natural product, wear and tear and weather exposure will have an effect on the final appearance. Treatments are not warranted by the manufacturer or QTD and are therefore not liable for returning the deck to the appearance it had when first installed. Timber that has been previously painted or stained can sometimes prove difficult to remove completely if it has been on for a long time. In this situation QTD cannot guarantee the end result.

### Structural Defects

In the event that a structural defect is discovered in the timber that cannot be cut out, rendering the entire piece unusable by the customer, must be reported to QTD in writing during the period of 24 hours from the date of delivery of the Goods, which defect was caused by faulty design or manufacture, QTD will, at its option, either repair the Goods at its own expense, replace the Goods or refund the purchase price of the Goods, subject in all cases to the return of the Goods (or such of them as it is claimed are defective) to QTD by the Customer, at the Customer's expense. Save as set out above, all warranties or other terms implied by statute or otherwise shall not apply to this order, including but not limited to those implied by the Sale of Goods Act 1979 (as amended by the Sale and Supply of Goods Act 1994), the Supply of Goods and Services Act 1982 and the Consumer Protection Act 1987. Any offer made by QTD in good faith will be taken up by the client no later than 30 days from the date the offer was made. QTD shall not be liable for any consequential or indirect loss or injury suffered by the Customer or any third party in relation to this order and the Customer shall indemnify QTD in respect of any claim of any person in respect of such consequential or indirect loss or injury. This clause constitutes the entire liability of QTD under this order, which, in any event, shall not exceed the contract price of the Goods, save in respect of QTD's liability for death or personal injury resulting from negligence.

### Specifications

No guarantee can be given that Goods delivered will match samples submitted in all material respects, including but not limited to colour, size, weight and cut, as samples are drawn from bulk and are representative of the whole.

Subject to the above the Goods are supplied on the basis that they comply with the technical specifications contained in printed documentation concerning the Goods prepared by QTD and that they conform to the written descriptions contained in the order. The building and supplying by QTD of pre-grooved sides on deckboards for use with hidden deck fasteners is subject to stock availability at the point of ordering. In the absence of pre-grooved boards QTD will always use a 'biscuit jointer' (an inexpensive and readily available hand tool). QTD would recommend that customers who are installing decks do the same.

If the Goods are manufactured to the design or specification of the Customer or the Customers agent, the Goods carry no undertaking or warranty of any kind save that they will comply with the design or specification in all material respects.

**Acceptance** By notifying QTD of its intention to do business and payment of deposit, a client is deemed to be bound by these terms and conditions of business. The client will be required to sign off their project on completion. QTD reserves the right to update its terms of business in line with market changes without prejudice. These terms and conditions of business supersede any previous terms and conditions of business and shall be governed by English Law.