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## Terms and Conditions

### 1. Definitions/Conditions

In these Terms and Conditions, RD Woodcraft Ltd is referred to as “the company” and the person or company to which the services and products are offered and provided is referred to as “the customer”

Upon acceptance of any quote or service the customer accepts the following terms and conditions. Any variation of these terms and conditions will not apply unless agreed in writing by the company.

### 2. Delivery/Loading and Unloading

The customer shall ensure that there is adequate access and to the loading and unloading points and that the roadways/ground conditions to and from the public highway are of suitable material. The loading and unloading will take place on good solid hardstanding where there will be enough space to load and unload the vehicle in safety. The company shall not be liable for any loss or damage whatsoever, however caused if the company is instructed by the customer to provide service to an area which does not comply with the above.

Should the company's vehicles be held on site for more than the following amounts of time, the company reserves the right to charge the customer 'waiting time'

- a. Self-propelled machinery -30 minutes
- b. Assisted loaded plant & machinery and general goods – 60 minutes

### 3. Customer Obligations

The customer will ensure that the goods moved/handled will not cause pollution of the environment or harm to human health.

- a. If the company's performance during a delivery/collection is prevented, hindered or delayed by an act or omission of the customer, the company shall have the right to suspend its obligations until the customer rectifies the default/issue.
- b. The company shall not be liable for any costs/losses incurred by the customer arising directly or indirectly from its failure to perform its obligations as mentioned in 'a' above
- c. The customer shall reimburse the company for any costs or losses sustained or incurred by the company arising directly or indirectly from the customer default.
- d. The company shall deliver within a reasonable time after the acceptance of any quote/order. It shall be taken into account and full allowance made in the respect of anything deemed to be a 'force majeure' (beyond the reasonable control of the company)
  - i. Act of God, riot, civil commotion, strike, war or terrorism
  - ii. Error, act, omission, misstatement or misrepresentation by the customer
  - iii. Faulty design, latent defect or vice or natural deterioration of the consignment.
  - iv. Any special handling requirements in respect of the consignment which have not been notified to the company.

- v. Fire, flood, storm, earthquake, pandemic or epidemic.
- vi. Road congestion, accidents, delays incurred at any delivery/collection location or lack of delivery instructions from the customer, vehicle breakdown.

#### **4. Signed receipts**

The company shall, if so required, sign a document or electronic record prepared by the customer acknowledging receipt of the consignment, but the burden of proving the condition of the consignment shall rest with the customer.

#### **5. Transit**

Unless otherwise agreed expressly between the parties, transit shall commence after the consignment has left the premises from where it is collected.

Transit ends when the consignment arrives at the proper place of delivery.

The consignment shall be at the sole risk of the customer at all times when the consignment is not in transit.

#### **6. Liability for loss and damage**

The company shall only be liable for:

- a. Physical loss, mis-delivery of or damage if it was occasioned during transit and it is proved to have been caused by the negligence of the company or its subcontractors.
- b. The company shall not in any event be liable to the customer for any indirect or consequential loss, damage or expense.
- c. The company shall not be liable for any physical loss, mis or non-delivery of, or physical damage to goods comprised within the consignment unless advised in writing within 7 days after the termination of transit unless it was not reasonably possible within this time limit.

#### **7. Payment**

Payment terms are 30 days from invoice unless otherwise agreed with the company. Credit is available at the discretion of the company. The company reserves the right to insist upon payment before delivery if credit has not been granted or if payment is overdue.

Withheld payments will be liable to the addition of interest charges when overdue.

The company shall have the option to suspend delivery of a planned consignment should any sum owed to the company be overdue.

#### **8. Law and Jurisdiction**

Unless otherwise agreed in writing any dispute arising from a contract shall be governed by English law and is subject to the exclusive jurisdiction of the English courts.