

#### **Terms & Conditions of Sale**

#### 1. Definitions

"Seller": Riverside Wood Products Ltd ("RWP").

"Buyer": the person, firm, or company purchasing goods from RWP.

"Goods": the products manufactured or supplied by RWP.

"Contract": any agreement between RWP and the Buyer for the sale of Goods.

### 2. Basis of Contract

All orders are accepted subject to these Terms & Conditions.

Any variation must be agreed in writing by a director of RWP.

Quotations are valid for 30 days unless withdrawn sooner.

## 3. Orders & Specifications

The Buyer is responsible for the accuracy of specifications, drawings, and measurements provided.

Bespoke or made-to-measure Goods cannot be cancelled once manufacture has begun.

RWP may make minor changes to specifications where required for safety, legal compliance, or manufacturing reasons.

#### 4. Price & Payment

Prices are as confirmed in the quotation or order acknowledgment. VAT is added at the prevailing rate.

Payment terms: [insert, e.g. 30 days from invoice date], unless agreed otherwise in writing.

RWP may suspend deliveries if payment is overdue.

Overdue payments accrue interest under the Late Payment of Commercial Debts (Interest) Act 1998.

### 5. Delivery & Risk

Delivery dates are estimates only; RWP is not liable for delays outside its control.

Risk in the Goods passes to the Buyer on delivery.

The Buyer is responsible for unloading and safe storage after delivery.

### 6. Title (Retention of Title)

Title to the Goods remains with RWP until full payment has been received.

Until then, RWP may enter the Buyer's premises, or any premises of the Buyer's customer where the Goods are located, to recover them without notice.

If the Buyer resells Goods before ownership passes, the proceeds of such sale shall be held in trust for RWP.

#### 7. Quality & Warranty

RWP warrants that Goods will be of satisfactory quality and reasonably fit for purpose.

Defects must be reported in writing within [e.g. 7 days] of delivery.

RWP's liability for defective Goods is limited to repair, replacement, or refund.

Warranty does not cover defects caused by improper handling, storage, installation, use, or alteration.

#### 8. Limitation of Liability

RWP is not liable for indirect or consequential loss, including loss of profits.

RWP's total liability shall not exceed the value of the Goods supplied.

Nothing excludes liability for death or personal injury caused by RWP's negligence.

# 9. Returns & Cancellations

Stock Goods may only be returned with prior written consent and may incur a handling fee.

Bespoke or made-to-measure Goods are non-returnable and non-refundable unless defective.

Orders for bespoke Goods cannot be cancelled once manufacturing has started, unless agreed in writing with payment of all incurred costs.

# 10. Force Majeure

RWP shall not be liable for failure or delay caused by events beyond its reasonable control, including strikes, accidents, fire, flood, transport disruption, or material shortages.

#### 11. Governing Law

These Terms and any Contract shall be governed by the laws of England and Wales, and disputes shall be subject to the exclusive jurisdiction of the English courts.