



JH WOOD LIMITED STANDARD TERMS AND CONDITIONS OF TRADE

These are the terms and conditions upon which JH Wood Ltd sells goods manufactured and/or distributed by JH Wood Ltd to you. Acceptance of these terms is automatic upon purchase:

1. INTELLECTUAL PROPERTY - All products, product concepts, branding and copy are the sole and exclusive property of JH Wood. Usage of any literature associated with JH Wood Ltd may not be used, reproduced or modified without the express consent by JH Wood Ltd.

2. CREDIT TERMS - When you apply for account facilities, we need two referees who are prepared to give a reference on your behalf. These references need to be from companies, not related to you, that have traded with you for at least one year and who have facilities arranged to at least the same value as the facility you are requesting from us. We have a standard credit policy which we apply to all our accounts. Our terms of trade must be adhered to for each invoice on an individual basis. If invoices are allowed to go unpaid for longer than the credit period the account may be placed on credit hold, which could prevent any further work done or shipments of goods taking place for the account. If agreed credit accounts are not kept within terms we may remove the facility for credit for the account and any related accounts. We may do this at any time, although we will inform you of our decision first. If the agreed credit limit (which includes VAT) is exceeded or would be exceeded by an order placed with us, we will need payment of the difference to keep the account within terms, before we can release any further orders. We will review agreed credit limits if requested but we may need further references and possibly guarantees before we make a decision. Our sales personnel do not have the authority to amend credit limits or terms on the account, once approved.

3. PURCHASE PRICE – Any quotation given by JH Wood Ltd shall not constitute an offer, and is valid for a period of 30 Days from date of issue. The Purchase Price of the goods is provided on placing an order and unless otherwise stated JH Wood Ltd will be entitled to receive payment in full of the Purchase Price within 30 days of the date of the invoice. JH Wood Ltd reserves the right to pass on any delivery costs associated with the despatch of goods.

4. GOODS – The Goods are described in the Order or any Goods Specification. To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 4 shall survive termination of the Contract.

5. DELIVERY - The parties agree that risk will pass to you upon the vendor (JH Wood Ltd) either delivering the goods to you, to your nominated carrier for transportation to you or otherwise upon the vendor delivering the goods in accordance with your directions. Under these circumstances, delivery will be complete and you will be deemed to have accepted the goods notwithstanding that you are not physically present at the place or time of delivery and notwithstanding that there has been no receipt obtained for the goods upon delivery. The expected date for delivery is an approximation only. Whilst JH Wood Ltd will endeavour as best possible to meet delivery dates, you will not be entitled to claim damages, compensation or to rescind the Agreement if JH Wood Ltd fails to deliver the goods on the stated delivery dates. JH Wood Ltd will not be liable to you or to any other person for any loss, cost, expense or damage whether directly or indirectly caused or arising out of any delay or failure to deliver the goods on the date specified. In the event that JH Wood Ltd is unable to deliver the goods within the period specified as the delivery date then JH Wood Ltd may, by giving written notice to you, terminate this Agreement prior to delivery and neither party will have any right of action or claim for damages as against the other. Notwithstanding any provision to the contrary ownership and title to the goods will not pass to you and will remain with JH Wood Ltd until such time as the goods have been paid for in full.

6. ACCEPTANCE OF THE TERMS OF TRADE - Acceptance of our terms of trade is automatic when a purchase order is placed and goods are received by you. If you do not agree with our terms of trade, you may return the unopened goods within 3 business days of receipt of the goods from JH Wood Ltd.

7. RETURNS POLICY & DEFECTS - Notify us immediately if there is a problem with your order.

- All claims for shortages, incorrectly sent or defective goods must be made within 7 working days after receipt of goods.
- Any return that is an error on JH Wood Ltd's part will be subject to a full refund or credit. You will not be entitled to a credit for the freight charged on the initial delivery of the goods.

8. TERMS OF PAYMENT – The first order must be paid for in advance unless otherwise agreed. Thereafter, payment is due upon invoicing and payable within 30 days. Accounts deemed to have an unsatisfactory payment record could be placed on hold or on a cash on delivery (COD) basis. Ownership and title to the goods will not pass to you and will remain with JH Wood Ltd until such time the goods have been paid in full. Payment options include cheque, electronics funds transfer and cash. JH Wood Ltd reserves the right to charge an administrative fee on fund transfer fees incurred. .

9. DEFECT OR DAMAGE TO THE GOODS CAUSED BY THE CUSTOMER - The returns policy given in the agreement by JH Wood Ltd will not apply to any defects or faults of the goods where it is a direct or indirect result of:

- lack of proper care for the goods;
- incorrect or unreasonable use of the goods;
- unauthorised alterations or modifications attempted or carried out by you or some other person on your behalf.

Registered Office: Detchant . Belford . Northumberland . NE70 7PF