

Guide to buying wood fuel and other products from Treesaw

Entire agreement:

We are very keen to provide high quality products and a high level of customer satisfaction. Please take a few minutes to read the information below as this forms the terms and conditions of the sales contract between Treesaw of Unit A, Carlton Industrial Estate, Cemetery Road, West Yorkshire LS19 7BD (Us) and the buyer (You).

When you buy goods from a business, in law you have a number of rights as a consumer. These include the right to claim a refund, replacement, repair and/or compensation where the goods are faulty or misdescribed. Further information about the company is available on our website www.treesaw.co.uk.

Goods:

The description of goods is set out in our sales documentation, unless expressly changed by us in our quotation. In accepting the quotation you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us.

Descriptions of the Goods set out in our sales documentation are intended as a guide only. The weight and size of some goods may vary marginally from that ordered. The weights and sizes in 'My Basket' are estimates only.

We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

Price:

The price of the Goods is set out in our price list at www.treesaw.co.uk and other sales literature current at the date of your order or such other price as we may agree in writing.

If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.

Any increase in the Price in the clause above will only take place after we have told you about it.

You may be entitled to discounts. Any and all discounts will be at our discretion.

The Price is exclusive of fees for transportation/delivery

The Price is inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority. Business customers may obtain a VAT receipt by contacting us at Head Office on 0113 239 1271 between 9am and 5pm or by Email at info@treesaw.co.uk

Payment:

The Prices shown on our website at the time of ordering are the prices you will be charged for the goods selected. We will charge you the Price at the time of order.

All payments must be made in British Pounds unless otherwise agreed in writing between us.

Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

You may cancel your order by informing us by telephone or in writing at any time within 14 days of the date of ordering, as long as we have not already delivered your goods.

Delivery:

Delivery will usually be made within 14 days of the date of ordering, or on a date of your choosing.

We will arrange for the delivery of the Goods to the address specified in the order form, or your order, or to another location we agree in writing. Deliveries will be made within a 30 mile radius of our depot located at LS19 7BD only.

If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.

Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8am and 8pm.

If you do not take delivery of the Goods we may at our discretion and without prejudice to any other rights

- a) store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and/or
- b) make arrangements for the redelivery of the Goods and will charge you for the costs of such delivery; and/or
- c) after 28 days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.

If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.

Any dates quoted for delivery are approximate only, and the time of delivery is not the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of Goods.

Inspection of and acceptance of Goods:

You must inspect the Goods on delivery or collection.

If you identify any damages or shortages, you must inform us in writing within 14 days of delivery, providing details.

Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.

Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will as appropriate repair, or replace or refund the Goods or part of them.

We will be under no liability or further obligation in relation to the Goods if:

- a) You fail to provide notice as set above; and/or
- b) You make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
- c) The defect arises because you did not follow our oral or written instructions about storage, commissioning, installation, use and maintenance of the Goods; and/or
- d) The defect arises from normal wear and tear of the Goods; and/or
- e) The defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties

You bear the risk and cost of returning the Goods.

Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 14 days after delivery.

Risk and title:

The risk in the Goods will pass to you on completion of delivery.

Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for the Goods.

Limitation of liability:

Our liability under the Contract and in breach of statutory duty and in tort, misrepresentation or otherwise will be limited to this clause.

Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.

We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:

- a) any indirect, special or consequential loss, damage, costs, or expenses and/or,
- b) any loss of profits, loss of anticipated profits, loss of business, loss of data, loss of reputation or goodwill, business interruption, or, other third party claims and/or,

- c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control and/or,
- d) any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
- e) any loss relating to the choice of Goods and how they will meet your purpose or the use by you of the Goods supplied.

The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Data Protection:

Treesaw abides by the Data Protection Act 1998. Your contact details and all of the information you provide for the purposes of processing your business transactions will be kept secure and will only be used for the purpose it was collected.