

TERMS & CONDITIONS OF CONTRACT

DEFINITION

THE COMPANY: Means Hiline Technologies Limited trading as Element7.

THE CUSTOMER: Means the Customer of the Company

THE CONTRACT: Means the Contract for the sale of goods and services by the Company to the Customer as detailed in the Estimate and as ordered by this Purchase Order.

THE ESTIMATE: Means the details of the Customer's purchase order and Contract.

THE PURCHASE ORDER: Means this Purchase Order which, together with the Estimate, will form the Contract between the Company and the Customer.

FLOORING: Means wood flooring and other materials described overleaf or in any written variation of the description by the Company.

GENERAL

These terms and conditions are effective from the date of signature on this purchase order and supersede all and any previous or other terms and will apply to this sale and equally apply to the Estimate.

Any amendments to these conditions must be confirmed by the Company in writing. Any other terms are excluded. Placing an order and/or payment of a deposit means acceptance by the Customer of these Terms & Conditions of Contract and the details of the Estimate.

ACCEPTANCE

The Company's Estimate is open for acceptance for 30 days. Please check the Estimate and notify the Company immediately in writing of any errors or changes regarding quantities, type of materials, method of fitting, position of joints etc. All changes must be reflected accordingly on a revised Estimate otherwise the details stated in the original Estimate will apply to this Contract.

All prices quoted by the Company exclude VAT which will be charged at the rate applicable at the date of invoice.

The Company cannot guarantee that the colour and characteristics in Flooring supplied to you will exactly match samples seen by you before signing this Contract. Wood is a natural product and the colour, grain, texture, knots, splits, markings, and sapwood content in wood taken from one tree will differ from that of another. Small cracks are a natural feature of wood floors, especially softwood floors; they are not a defect.

Wood flooring expands and contracts naturally through variations of temperature and humidity. The Company cannot accept liability for any expansion or contraction of the Flooring after it has been delivered to or collected by you, or after it has been installed.

Where Underfloor heating is installed and in accordance with British Standards 8201: 2011, the surface temperature of floors must never exceed 27°C. The relative humidity should be maintained at between 40% - 60% Rh.

The Company will not be responsible for wood shrinkage caused by underfloor hot water pipes that are not sufficiently lagged, or damage caused to wood on trap doors and manholes that are not adequately and properly sealed. The Company will not be responsible for damage or consequential damage, or loss resulting from late supply or failure to supply goods or works for any reason beyond its control.

A firm, level sub-floor is essential to obtain optimal results. The Company will not be responsible for subsequent complaints about its products caused by inadequate sub-floors.

Slight variations in widths sometimes occur but the tolerance should be within 5% either way.

SAMPLES

The colour samples are only indicative as the sample is subject to natural variation in grain and colour. The samples are only examples of the essence used for the floor area. Samples and photos relating to the finished floorings which show effects of aging are merely illustrative of the end result. The flooring provided by Element7, and its finish, is handmade and therefore each plank is unique and different in its kind. Differences between samples and the wood supplied do not constitute grounds to terminate the contract or justify any claim for damages whatsoever against the Company.

CHANGES IN COLOUR

Since wood is a natural material, its original colour can change with exposure to excessive sunlight. Wood contains tannings and can naturally change tone. Colour variations and changes in the grain structure including the visual appearance of the medullary rays in the wood may be evident and are perfectly natural and this appearance may vary from trunk to trunk and from batch to batch. Further detailed information on each product can be found on the Product Data Sheet available on request or on our website.

PAYMENT AND COLLECTION OF GOODS

You will pay the Company 50% of the price for the flooring set out overleaf plus VAT (as applicable) and invoiced by the Company on your signature of the Sales Order Confirmation. **The remaining 50% together with VAT (as applicable) will be paid by you and becomes due when the Company notifies you that the flooring you have ordered has been dispatched from our manufacturer and is expected into the Company's nominated warehouse imminently.** The Company is entitled to retain the flooring until you have paid for it in full. Should you appoint a representative such as a designer, builder, or architect to make payments for the Contract amount, both the Customer and the representative will be responsible jointly and severally for any payments due. In case of over-due payments, the Company reserves the right to pursue one or both parties for payment due on this Contract.

You must collect the flooring within 60 days of first being notified by the Company to collect it. Failure to collect it within 60 days will incur storage charges at a rate of £1.00 per M² per each full or part week unless you notify us in writing as to the reason and time of delay in collecting the wood and such delay is agreed in writing by Element7. The Company shall be entitled to seek payment of the storage fees prior to releasing goods for collection or delivery. The Company reserves its other entitlements for breach of this agreement. If you have asked for the flooring to be delivered to your Premises and The Company has agreed to deliver it, you will be given a provisional date of delivery when you sign this agreement. No delivery will take place until The Company has been paid the balance of the flooring price and any delivery charges that are payable.

Once the flooring has been collected or delivered you are responsible for ensuring that it is not damaged or stolen. You are obliged to perform a specification check of the flooring immediately on receipt and before any installation. No liability will be accepted where any flooring is installed by independent contractors rather than by the company. Installed planks will be deemed accepted by you and to be as specified in your purchase order(s). You must notify the Company in writing immediately after collection or delivery of the wood flooring and before any installation of any claims that the flooring is not as specified in your purchase order(s).

Please note that timing is of the essence in respect of payment terms. The Company may suspend delivery until payment is received without prejudice to the Company's other remedies. Late payments will attract interest at the rate of 5% over HSBC Bank base rate calculated daily from the due date and until payment is received whether before or after judgment.

The Customer shall not be entitled to delay or withhold payment in full or in part for any reason whatsoever including any alleged defence set off or counter claim. This does not affect your statutory rights.

In the event of default in payment terms in accordance with the Contract, the Company will issue a 10 days' notice to the Customer and on expiration reserves the right to resell any goods in its possession or any goods repossessed and apply the proceeds of the sale towards settlement of the Customer's debt to the Company.

DELIVERY AND COMPLETION

All times and dates given for the delivery of goods are given in good faith. The delivery time of goods shall not be of the essence in this Contract.

RISK AND TITLE

All goods remain the absolute property of the Company until the Customer makes payment in full. Where payment is to be made by instalments, title to the product shall not pass to the Customer until all instalment payments are made. Before title is transferred, the Customer may not modify, pledge, or sell the goods. Risk in the goods shall pass to the Customer once the goods leave the Element7 Warehouse. The goods shall be fully insured against all usual risks by the Customer at their expense once the flooring leaves our warehouse.

The Company reserves the right to take recovery action for the price of any goods notwithstanding that title in these goods has not passed to the Customer.

CANCELLATION AND RETURNS

All wood supply is of a bespoke nature and may not be returned or cancelled once the Customer places the order. Should you decide to cancel this Agreement after the Company has ordered the flooring you have agreed to buy, the Company will be entitled to keep the monies you have paid on signing this Agreement without limiting the other rights to which the Company is entitled arising from your cancellation.

If you do not pay the sums you agree to pay the Company under this Agreement when those payments fall due, the Company shall be entitled to interest on unpaid sums at the rate of 5% per annum above HSBC Bank base rate.

FORCE MAJEURE

The Company shall not be liable for any failure on the performance of any of its obligations under the Contract caused by factors beyond its control. The Company will not be liable to you for any loss caused by circumstances beyond its control (such as storms, flooding, imposition of government or local authority regulations including import restrictions, acts of war industrial action, strikes, factory machinery breakdown, factory fire, transport breakdown or transport strikes or pandemic giving rise to restrictions on the ability to trade). The Company accepts no responsibility for any direct or consequential losses arising out of any breach of the terms of this agreement including any time or other penalties suffered by you.

WAIVER

The failure of the Company to insist upon a strict performance of any provision of the Contract shall not be deemed to be a waiver of the Company's rights under other provisions of the Contract nor its rights to other remedies. The Company may assign its rights and obligations under this Contract to a third party or engage a third party to carry out its obligations.

GUARANTEE

Material must be inspected as soon as received. If the buyer uses the material, this will constitute acceptance and renunciation of any possible claim. If any faults are noticed at the time of installation, this will have to be immediately interrupted and Element7 must be informed. Element 7's obligations will go no further than taking back and replacing the material acknowledged to be faulty.

Products are guaranteed with the following binding conditions of use; ambient humidity, at a temperature not exceeding 27degrees Celsius, not below 40% (forty percent) and not above 60% (sixty percent) relative humidity. In particular, light, ultraviolet radiation, humidity and other factors related to the environment can determine colour variability to the extent where it will not allow matching between boards or to the samples retained,

The general provision of the guarantee provided herewith covers the flooring for a period of **25 years** such that it will not wear through the wear layer provided you use only the Company's recommended cleaning products and strictly follow the Company's recommended maintenance program for the flooring. This guarantee will immediately lapse if the flooring is sanded, treated with abrasive pads or the surface finish is removed for Element7 lacquered floors. If the floor is finished with an oiled and or oiled and waxed finished, then the guarantee will immediately lapse if any sanding or refinishing of the surface is not carried out by an Element7 Approved refinishing company. This guarantee does not cover normal wear and tear, mechanical damage, or damage caused by builders' detritus, gouges, scratching, grit, the moving of furniture, dropped objects, animals, insects, chemicals, detergents or incorrect maintenance and cleaning products. This guarantee will not cover any discolouration of the wood caused by light, rugs or furnishings, dark floors lighten in colour and light floors darken in colour, this occurs naturally over time. The guarantee does not cover the gloss retention as gloss reduction normally occurs and is not a finish defect. Contraction, expansion, or damage to the flooring caused by either extreme changes in room temperatures or humidity levels, spillages, leakages, or damp. The Company's liability under this guarantee is limited to supplying sufficient flooring and replacing that part of the flooring which has worn out and Element7 cannot be held accountable for any other direct or indirect costs other than the cost associated with the replacement of the original flooring material.

Where the Company's approved Installer (E7 Installations Limited) carries out the installation the E7 Installations Limited will guarantee the installation for a period of **25 years** when used in a domestic environment, or for **1 year** in a commercial environment.

This guarantee will not cover damage caused by incorrect installation by your installers, including uneven sub-base construction and provided that the moisture content of the sub-base is at a level in accordance with the Company's guidelines such that installation of the floor may commence. Equally, failure to follow the Element7 and manufacturers' instructions when commissioning underfloor heating once the floor has been installed which may lead to excessive expansion and contraction, or cupping of the wood, other than that which naturally may occur, will not be covered by this guarantee nor can the Company be held liable for this whatsoever.

Your statutory rights as set out in The Consumer Rights Act 2015 and The Sale of Goods Act 1979 are not replaced by this guarantee.

LIMIT OF CONSEQUENTIAL DAMAGES

The Company expressly excludes and will not pay or be held liable for consequential or incidental damages under this guarantee. By this the Company means any loss, expense, inconvenience, or damage other than to the wood itself that may result from a defect in the product.

EXCEPTIONALLY ENGINEERED WOOD FLOORING

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JURISDICTION

This contract shall be governed and construed in accordance with the laws of England and Wales and any dispute shall be determined exclusively under the jurisdiction of the English court.