

By placing an order with OakFloorSales.com, you agree to be bound by the following Terms and Conditions. These terms and conditions apply to all our sales and any variation to these terms and any representations about the products shall have no effect unless expressly agreed in writing and signed by one of our authorised representatives. No change in these terms will grant you retrospective right or action against us in respect of any previous contract. Definitions: "Custom Made" refers to any product produced, pre-finished, graded or textured by OakFloorSales.com. It may also cover non-standard items and those that have been ordered in specially for the individual order. The invoice does not have to state "Custom Made" so clarification on your products status should be discussed with the salesperson to ensure that the policies relating to the returns or cancellations of the order are clear prior to purchase. "Working days" means a day (other than a Saturday, Sunday or public holiday) where UK clearing banks in the City of London are open for general business. "We/are/Us" refers to OakFloorSales.com. QUOTATIONS / QUOTED PRICES Please note that quotation prices are valid for 30 days following the quote date unless otherwise agreed and provided we have not previously withdrawn it. Please ensure that the product specification (e.g. plank types), colour (finish), grade, quantities and any door sizes detailed within the quote or order are correct. Please also check that the invoice and delivery address, as well as any contact details we have for you are correct.

1. PAYMENTS

- 1.1 Payment for all materials must be made in full prior to delivery by cash, debit or credit card (see 1.5 for credit card charges) or Cheque (cleared funds), unless the customer has a written agreement of a credit account, in which case the payment against the invoice will be due 30 days from the date of the invoice. A consistent failure to keep to our credit terms will result in the account credit limit being reduced or withdrawn completely and payments are not allowed to be withheld on the basis of a dispute which is being resolved.
- 1.2 For all orders a 20% deposit is required to hold the price quoted and then a minimum of a further of 30% payment will be required to allocate stock or start the production of the order, and then the final balance will be due upon completion of production. Failing to make these payments may result in production being delayed and failure to pay for the goods will delay the delivery date.
- 1.3 For goods being paid for upon collection, the balance after deposit can only be accepted via cash/card or bankers drafts. Cheques are not acceptable as they are not classed as cleared funds.
- 1.4 OakFloorSales.com do not accept third party payments. The paying party must always be the invoiced party and, where telephone card payments are concerned; invoices can only be posted to the address where the card is registered.
- 1.5 For an amount being paid by credit card, charges of 2.5% will apply to the payment amount when in excess of £1500 inc VAT.
- 1.6 Where a part delivery is taking place, any items delivered will need to be paid for in full and any deposit on the order carried over to the next stage and reduced from the final payment.
- 1.7 Custom made products (for definition of "Custom Made," please see Terminology above), special order products or cut to size products (e.g. products finished in our factory, carpet cuts etc.) or products not included in the catalogue may require a larger order deposit (invoice does not have to state that this is the case).
- 1.8 The items purchased remain the property of the company until paid for in full. The customer agrees that, until payment has been made in full, the company may, on giving the customer reasonable notice, enter the property containing any products detailed on the customers invoice, and repossess any products detailed on the invoice.
- 1.9 A deposit will hold the unit price only, rather than the stock or the final VAT amount charged, unless otherwise advised. The amount of VAT you pay is determined on the day of full payment of an order.
- 1.10 All prices are subject to VAT. No retention's or CIS taxes can be deducted from the amount payable, unless previously agreed in writing. The company reserves the right of refusal of VAT exemption.

1.11 The company reserves the right to charge interest at 8% a year on all overdue accounts in accordance with The Late Payment Act of Commercial Debts (Interest) Act 1998. In the event of rumours of questionable financial solvency, failure to pay an amount due or the refusal to accept the goods ordered, in addition to exercising our legal rights, we reserve the right, upon simple notification, to a) cancel the fulfilment of the order, b) demand payment for pick up as well as the indirect payment of the balance owed, even on other deliveries. In the case of failure to respect an approved payment plan, the entire amount will be immediately owed, lawfully and without prior notice of default. At the same time, we will be authorised to cease delivery without notice of default.

2. TIMES, DATE AND DELIVERIES

- 2.1 Please ensure that there is assistance on site to help unload the delivery. If you require assistance to unload, please ensure you notify us upon order and this may be subject to an extra delivery fee. Delivery can take place between 8.30am - 6pm.
- 2.2 Lead times for orders can be from 1-12 weeks from order. An estimation will be indicated to the customer at point of order but they can be subject to change. These lead times do not include annual supplier shut downs, whether or not the customer has been advised of one, and these may extend the lead time given.
- 2.3 Every effort is made to maintain times and dates but sometimes, due to unforeseen circumstances, this cannot always be maintained. Although the company will endeavour to give the customer as much notice as possible, OakFloorSales.com reserve the right to move your delivery date without notice. Time of delivery shall not be the essence of the contract and the products may be delivered up to 15 working days after the estimated delivery date.
- 2.4 We will not be held responsible for any compensation or costs incurred in relation to a late delivery or delay of installation.
- 2.5 The customer can collect goods from warehouse when notified, alternatively, should the customer require delivery of their order the company will make a charge at its standard rate. The customer shall inform the company immediately should he/she require any changes to the delivery dates whereupon the company will agree alternative dates for delivery. The customer should inform us when the order is placed if they intend to collect it.
- 2.6 Delivery and packaging charges will be applied to all orders, unless a special offer is agreed with the sales person. This may not apply to Internet orders but this maybe subject to change. If your order includes skirting, or other long length products, please note that a delivery surcharge may be applied due to skirting lengths, in some cases, being longer than a double pallet space.
- 2.7 The customer must notify OakFloorSales.com when they place their order if there are any access problems or vehicle size restrictions to their property. If a delivery is deemed to be inaccessible by the vehicles available on the day of delivery, the delivery day may be re-arranged for when a suitable vehicle is Available. This includes problems outside of their control including road closures and restricted access due to road works for example.
- 2.8 Customers are liable for re delivery cost, if failure to deliver goods due to the following reasons (list is not exhaustive and can be subject to consideration): no one present, unable to unload due to poor access/ dangerous environment/double yellow lines/red routes. Please note that the delivery must be accessible from 20 metres from point of final destination.
- 2.9 All goods are to be delivered on ground floor level only, unless customer re-quests in writing and it is agreed at the companies discretion. Goods to be delivered on site at customers own risk to fixture and fittings.
- 2.10 The delivery will be accompanied by a delivery note showing the order number, type and quantity of products included in the delivery and any notes about items to follow. Please make sure you check your delivery before signing for it as we can not be held responsible for items that are missing or damaged if the proof of delivery shows the customers signature confirming all goods received in correct condition. Please also ensure that the grade, plank specification and colour is correct. Any other description must be clearly noted, or if the goods were damaged in transit. If the customer is unable to check the state or condition of the items on delivery, no claims can be considered after the goods have been signed for in a satisfactory condition.
- 2.11 In the case of damaged goods; claims against the damage must be raised with us with all quantities and products confirmed in writing within 5 working days of delivery.
- 2.12 The company does not accept "goods unchecked" or words of similar nature as a valid claim for compensation or refund on the signatory note at a later date.
- 2.13 You agree that proof of delivery supplied by our delivery company is sufficient evidence for delivery.
- 2.14 We deliver to some countries outside of the United Kingdom. We will apply the relevant carriage cost upon confirmation of the delivery address but we will not be able to guarantee a delivery date. The final delivery charge is calculated and point of dispatch and deposits will not secure a rate. This will be booked by the courier. They may be subject to any import taxes or duties applied by the country in question when the delivery reaches it destination but we have no control over these charges and we cannot predict their amount. You will be responsible for the payment of any such fees. Please contact your local customs office for further information before placing your order.

3. STORAGE & ACCLIMATISATION FLOORING & DOORS

- 3.1 Please see OakFloorSales.com Storage & Acclimatisation Guidelines. This can be downloaded from the website at www.OakFloorSales.com.

4. MEASUREMENTS

- 4.1 In the event that we or the customer has miscalculated the required quantity, the customer is liable for the additional materials and any delivery costs. In the event of the customer quoting sizes, the company does not accept any responsibility in the calculation of the sizes. Where we have attended an address and measured the area, or worked from plans provided by the customer, our quote to you will include an 8-12% wastage factor (depending upon product). Should you have material left over, we will accept the return of any material over and above the wastage factor only (to the nearest pack size, as sold). This will be subject to our returns terms and policies.
- 4.2 During estimation, we will give an indication of the quantity required. The customer is responsible for making sure that the final amount purchased is the required amount. Should we miscalculate or miss anything off the order any extra materials supplied over and above our initial estimate will be chargeable.

5. CANCELLATION OF ORDER

- 5.1 Order cancellation penalty fees are dependent upon the product and status of the product itself.
- 5.2 Any custom made order cancelled (the customers invoice does not have to illustrate that this product is a specially manufactured or cut product) and the product has been manufactured or is being manufactured (or cut etc.) will be subject to a 100% cancellation charge. Specially manufactured products include (but are not limited to) pre-finished order (where the finishing has been produced by OakFloorSales.com), carpet cuttings, bespoke doors or/and any products edited, fully or partial produced by OakFloorSales.com
- 5.3 Any stock order cancelled will be subject to up to a 20% re-stocking fee (This includes but not limited to Adhesives, sealers and stock flooring ranges)
- 5.4 Any Special order products cancelled will be subject to up to a 20% re-stocking fee (This includes but not limited to Adhesives, sealers and stock flooring ranges)

6. REFUNDS OR RETURNS OF GOODS

- 6.1 Solid wood flooring and engineered flooring cannot be returned or refunded due to batch products. Products are produced in batches and may not match future batches.
- 6.2 Surface finishes, primers and solid wood accessories (except accessories which have been pre-finished) can not be refunded after 14 days of purchase. A 25% re-stocking charge will apply.
- 6.3 It is the customers responsibility to organize and pay for a courier to collect the goods and return them. Alternatively, a courier or collection can be arranged by OakFloorSales.com but costs will be incurred which will be payable prior to the collection being arranged.
- 6.4 We must see the product before arranging the refund to ensure that it is suitable for resale. Goods must be inspected for quality and quantity prior to any refunds. In the event of being returned by a courier or transport company, the product must be wrapped in protective wrapping against moisture and damage on a suitable pallet if necessary. On goods being collected via courier, the customer is to provide assistance in the loading of the goods being returned. It is the responsibility of the customer to ensure that the goods are returned in an acceptable condition and re-packaged.
- 6.5 Refunds for goods will be made within 14 days of receipt of the returned goods.
- 6.6 Any other floor covering products are non-refundable.

7. RETENTION OF TITLE

- 7.1 All goods supplied are the customer's direct responsibility once delivery has been made. It is the customer's sole responsibility for the safe keeping and maintenance of these goods.
- 7.2 The property and ownership of goods supplied will not pass on to the customer until the customer has made full payment to the company.

8. FAULTY GOODS

- 8.1 If you have a complaint, please write to us at OakFloorSales.com, Unit 3 Albion Court, Studlands Park, Newmarket, CB8 7XA or email info@OakFloorSales.com. All complaints must be received with supporting images, where appropriate.
- 8.2 In the event of faulty goods being supplied: we will not be liable for any costs incurred in regard to removing of furniture and loss of earnings.
- 8.3 We reserve the right to repair or replace any faulty goods supplied and can not be held liable for any installation, decoration or uplift costs.
- 8.4 Visible defects - all complaints with regards to the aesthetics of the product supplied must be in writing and received within 60 days of delivery.
- 8.5 In the event that a flooring item is returned to OakFloorSales.com for re-colouring, re-finiting or swapping over; the customer agrees that should they cancel the order within the time period that the product is with OakFloorSales.com, they will be subject to up to an 80% restocking fee. OakFloorSales.com will request this agreement in writing by email/post prior to the collection of goods.
- 8.6 It is the responsibility of the customer and the fitter to ensure that any material installed is fit for purpose and as per their order. You agree that we are the supplier of the product only and nothing is to be taken as a warranty, representation or otherwise that we have provided any design advice or installation instruction upon which you are entitled to place any reliance. No claims on installed material can be considered if installed with a visible defect or if the product is not as per ordered.
- 8.7 Should the customer insist that the flooring be installed against the recommendations of the company, the company will not be liable for any defects resulting from the installation being carried out.
- 8.8 For flooring types other than our own range oak floors, for example carpet, vinyl, LVT, lino and laminate, complaints are referred to the supplier for a decision based upon the information provided to them. They may reserve the right to inspect the product and site themselves and any decision made by them is final and not the responsibility of OakFloorSales.com.
- 8.9 Any complaints where there is a question of the origin of the issue, eg. where we have deemed it already not to be a product issue, but rather a site variable (such as planks cupping, crowning, tenting, swelling or loss of expansion gap in installed area) and a site visit is required, we reserve the right to charge a fee for the inspection, payable prior to the visit. This charge will be refunded if the complaint is deemed to be due to a product defect. If any of these symptoms are experienced, OakFloorSales.com must be notified within 7 days of the occurrence.
- 8.10 Any complaints that require a site visit at an address deemed outside of the companies local area may be subject to a charge, payable prior to the visit. This charge will be refunded if the complaint is deemed to be due to a product defect. In any complaint against defective material supplied, OakFloorSales.com reserve the right to repair or replace the material supplied.

9. WOOD FLOORING GRADES AND GRADING GUIDELINES

9.1 Please see OakFloorSales.com Grading Guidelines. This can be downloaded from the website at www.oakfloorsales.com.

10 TOLERANCE GUIDELINES / PRODUCT VARIATION

10.1 Widths +/- 1mm Depths +/- 1mm Wear layer +/- 1mm

10.2 Lengths: no minimum or maximum length can be guaranteed. Please note that due to lengths of planks some bowing may occur along the length. The customer notes that this is not a defect in the board but a natural occurrence of the material and should see the Fitting Guidelines for information on how to overcome bowed boards. The bow should not exceed the tolerance level of 12.5% of the length of the board.

10.3 Colour variation: colour variation is to be expected with our hardwood products. OakFloorSales.com reserve the right to make the final decision as to whether to product supplied is within colour tolerance and allowance for the finish.

10.4 Gloss levels: Due to the nature of a gloss finish, any scratch marks or natural grain imperfections may be accentuated by a higher gloss level. Furthermore, over an extended period of use, the gloss level may decrease which is a natural aspect of the surface finish. These qualities are not a product defect.

10.5 Colour Saturation: Due to the manufacturing processes, we cannot guarantee 100% saturation of colour into the grain of the oak.

10.6 Planks from our ratings (especially our more "white washed" products with liming effects) may present a characteristic called "clouding" within the grain. This is due to the finishing process and is not a defect within the product but an inherent part of it.

10.7 OakFloorSales.com colours are created using a partially translucent finish so the end tone is defined by the individual plank colour. As oak is a natural product, this means that colour variation can be expected in all orders.

10.8 Engineered plank constructions: we reserve the right to supply an alternative construction of product without notification, however we will endeavour to notify the customer where possible.

10.9 Bevels: The company reserves the right to vary the style, size and number of sides of the micro-bevel supplied on the order and this can vary from the type of micro-bevel stated in our literature or invoices.

10.10 Knots & Splits: The Company offers a range of products that include knots being filled with a 2 part resin filler. This colour filler may be of any natural colour and several colours of filler can feature within one order or plank. Although most of our products are supplied with filled knots, sometimes during the production processes the filler can be removed or fall out. This can be left or filled on site and is not a product defect.

10.11 Product names are not indicative of the origin of the product.

10.12 We are entitled to supply an alternative product to match as closely as possible to the product you have ordered. We will provide you with as much notice as possible or as soon as the necessity becomes apparent and you will have the option to accept the alternative product or cancel your order.

10.13 We offer various wood finishes and textures (including brushed & cross sawn) that product specific can include random saw marks across the face of the flooring with hit & miss saw cuts to make a rustic sawmill sawn effect floor, incorporating side edge breakout and splits , surface undulation & wear layer variation ,Knots, splits and edges can be broken out , filled or unfilled as well as hand-contour sanded & tumbled. The production process combined with tanning within the oak can also enhance the natural timber colour variation and surface texture creating more varied light to dark colour tone difference within the floor. For more information regarding your specific selection please consult the office.

11 GUARANTEES AND SUITABILITY

11.1 The company guarantees that the flooring will not wear through the complete depth of the hardwood wear layer as a result of normal domestic environment for the period of the guarantee (not including any pre-finish finish supplied), provided that the flooring is maintained strictly in accordance with its recommendations.

11.2 The company warranties regarding under-floor heating are as follows: Solid oak will not be guaranteed for under-floor heating unless otherwise specified. Engineered flooring will be covered by the under-floor heating recommendation to a maximum of 220mm wide.

11.3 Stipulations for under-floor heating are as follows: due to the fact that there are a variety of under-floor heating types, a standard guarantee cannot apply and recommended installation guidelines and general usage can only be advised. The details of the recommendation will define that the product will remain in a stable condition after installation; however, engineered wood still has a tendency towards seasonal movement eg. opening and closing of joints. This does not include any high RH or excess moisture or spillage, which are excluded in the recommendation. IT IS VERY IMPORTANT that you follow our guidelines leaflet as it contains all relative information with regards to the installation over underfloor heating, including notes about the install area prior to, during and after the installation. Failure to follow the recommendations and instructions on our sheet may result in failure of the floor which will not be the responsibility of the company.

11.4 The maximum temperature of heat emissions for under-floor heating at any one time to be sustained by the flooring is a maximum of 26 degrees Celsius at ground level.

11.5 The guarantee only applies where the flooring has been correctly maintained in accordance with the companies guidelines and does not cover damage arising out of spills or leaks, normal wear and tear or scratches and cuts caused by sharp objects (stiletto heels), animals or furniture, nor does it cover damage resulting from excessive humidity, temperature changes or damage resulting from a defective sub floor, or any site variables (including where the customer has attempted to modify, alter or repair the floor in any way). It also does not cover wildlife damage, abnormal storage or working conditions, accident, negligence by you or by any third party including but not limited to upon the installation of the products, where you or any third party fails to operate, install, protect, maintain or use the products in accordance with our oral or written instructions, user or manufacturers guidelines or good trade practice. Any marks, stains or grease spots from food stuffs will not be covered where no attempt has been made to clean it up in a reasonable period of time. The company deems a "reasonable period" as half an hour.

11.6 The customer notes that wood floors are made from a natural material and each floor will be individual with its own colour variation and patterns, which are prone to contraction and expansion depending on climatic conditions. This is inherent in the material used and should not be considered a defect in the flooring.

11.7 The company does not accept liability for defects resulting from incorrect installation when the company has supplied the flooring but has not carried out the installation. This includes where a fitter has been recommended by us – please see section 13 for further details.

11.8 The guarantee does not affect your statutory rights. Subject as expressly provided in these conditions and, except in cases where the flooring is sold to a person dealing as a consumer as defined in the Unfair Contract Terms Act 1977, all guarantees, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.9 Except in respect of death or personal injury caused by the company's negligence, the company shall not be liable to the customer by reason of representation unless fraudulent or any implied warranty, condition or other term or any duty in common law or under express term of the contract for any indirect, special or consequential losses or damages whether for loss of profit or otherwise costs, expenses or other claims for compensation whatsoever, whether caused by the negligence of the company, its employees, agents or otherwise which arise out of or in connection with the contract and the entire liability of the company shall not exceed the full price.

11.10 The company reserves the right to deny responsibility if, in our opinion, our guidelines and conditions have not been followed.

11.11 Because wood flooring is a hygroscopic, natural material with a tendency to expand and contract, avoid areas that are humid and that could present water entry problems, e.g. bathrooms and utility rooms. However, if the end user or contractor wishes to install into a wet area at their own behest; any issues resulting from this will not be recognised by our customer care policy. Also, due to the moisture levels that are inherent in the areas; we cannot recommend or warrant this product for use in sub-level rooms eg. basement rooms.

12. DEFINITION OF WARRANTY'S

12.1 Solid & Engineered flooring - The warranty is based upon the top layer not wearing through within the given time period. (A wear layer on solid oak is considered the oak down to the upper side of the tongue.) This is based upon a domestic location and is not inclusive of the actual surface finish of the product; it refers to the life expectancy of the top layer only.

12.2 Other flooring products: Carpet/LVT/Laminate/Natural Floors/Vinyl/Others – The warranty is defined by the manufacturer of the individual product so this varies. Please ask your salesperson for further details.

13. INSTALLATION QUOTES AND WARRANTIES

13.1 Where a company is recommended or instructed by OakFloorSales.com to install the products you have purchased, please note that OakFloorSales.com act as an agent only, authorised to quote prices and dates for installation on behalf of the installer. The quality of the workmanship and the installation suitability is guaranteed by the installer, as does the responsibility for guaranteeing the install, and so it is their responsibility to warrant their work as suitable. The installer reserves the right to replace or repair any installation which is deemed not to the manufacturers standard. OakFloorSales.com can act on your behalf, in a limited capacity, to negotiate and deal with the installers, should it become necessary. OakFloorSales.com. (Unless otherwise agreed in writing or on your invoice) act as a supplier of materials only.

13.2 Waste from the flooring installation itself will not be removed from site, as it is deemed to be owned by the customer and it is the customers responsibility to dispose the waste in a responsible manner. Old flooring from uplifts is also the responsibility of the customer. In the event that the customer cannot dispose of the waste materials, OakFloorSales.com can offer disposal, priced depending upon the quantity of materials to be removed. This cost is to be paid prior to removal.

13.3 As suppliers of material only, OakFloorSales.com are not responsible for installing the products and we shall have no liability for any damage to the products or property, person or otherwise during installation. Any guidelines or instructions that we may provide in relation to installation are to act as a manufacturers guide only. They are not installation location or product specific and should not be relied upon for the proper installation of the products which should be carried out by an appropriately skilled professional.

14. UNDERFLOOR HEATING

14.1 Please see OakFloorSales.com Timber Installation & UFH Guidelines. This can be downloaded from the website at www.OakFloorSales.com. Only flooring as stated on the invoice as so are warranted for installation over under floor heating systems, were floors are warranted due to the fact that we as the manufacturer are not in control of your total installation and the onus is on the end user to control their environment by way of temperature control and this control cannot be documented, in the event of any delamination or shrinkage, this cannot be defined as a manufacturing defect and therefore is not the responsibility of the manufacturer to repair or replace.

15 INSTALLATION GUIDELINES

15.1 Please see OakFloorSales.com Timber Installation & UFH Guidelines. This can be downloaded from the website at www.OakFloorSales.com.

16.ON SITE CHECKS AND RECORDS

16.1 Prior to the application of the sealer DPM to the concrete, it is recommended that on site moisture testing and inspection takes place. It is essential that the installer makes a note of all site readings taken. It is the responsibility of the installer and homeowner to ensure that these controls are carried out. Failure to do so may result in issues with the installation that are not covered by our ongoing customer care. The customer must check that a DPM has been used throughout the installation area, including walls, doors and windows to ensure that there is no risk of moisture contamination. We as the manufacturer state that sealing of the sub floor prior to the installation is necessary and must take place to encapsulate any moisture in the screed

16.2 Ensure that the sub floor is level prior to the application of sealer / primer. Always use acrylic based latex compounds for the levelling of cement based sub floors, or the levelling compound recommended by the manufacturer of the sealer. The underfloor heating system can be run during the application of the sealer at a maximum of 20 degrees, but the underfloor heating must be turned off at least 48 hours prior to installation of the flooring, although it should be noted that it is imperative that you follow the instructions of the manufacturer of the sealer itself.

16.3 The recommended moisture emission from the sub floor should be a maximum of 6% based upon readings taken using a Tramex moisture meter. A note of these readings should be taken prior to the installation for your records. 16.4 Due to the fact that we as the manufacturer are not in control of your total installation and the onus is on the end user to control their environment by way of temperature control and this control cannot be documented, in the event of any delamination or shrinkage, this cannot be defined as a manufacturing defect and therefore is not the responsibility of the manufacturer to repair or replace. However, we reserve the right to repair or replace the floor if it is deemed to be a manufacturing fault by an agreed OakFloorSales.com third party. This does not affect your statutory rights.

17 AFTER CARE

17.1 Please see OakFloorSales.com Cleaning & After Care Guidelines. This can be downloaded from the website at www.OakFloorSales.com.

18.PRICING

18.1 Prices for our products may change from time to time and we may, by giving notice to you at any time up to 5 business days before delivery, increase the price of the product to reflect any increase in the cost of the product due to any reason outside of our control, including but not limited to foreign exchange fluctuations / increases in taxes and duties / increase in labour or product cost / any request by you to change the delivery date, quantities or types of products ordered, or any specification in respect of custom made products / any delay caused by any of your instructions or your failure to provide us with adequate or accurate information or instructions.

18.2 The prices of wood products shall be shown exclusive of VAT. Most carpet prices are shown including VAT but please confirm with the salesperson.

18.3 Our site and brochures contain a large number of products. It is always possible that, despite our reasonable efforts, some of the products on our site and/or brochures may be incorrectly priced. In the case that the price shown is lower than the actual selling price, we will charge the lower amount when dispatching the goods however, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as being incorrectly priced, we do not have to provide the products to you at the incorrect price and we reserve the right to withdraw the product from sale for 24 hours until the correct price can be applied. If the price shown is higher than the sale price, we will notify you upon order placement. Offered prices may also be subject to availability and stock.

19 EU TIMBER REGULATIONS AND FSC MATERIAL COMPLIANCE AND COMPLAINTS

19.1 We are committed to comply with EU Timber Regulations. All timber and timber products are provided by us to you in line with the EU regulations of timber contained in Regulations EU No. 995/2010 of the European parliament and of the council to the best of our knowledge and belief. However, many details are ambiguous and it is not possible in every case to secure absolute certainty on every detail in the supply chain. Some decisions have to be taken in good faith based on reasonable balance of available evidence.

19.2 If the customer has been supplied an order on the basis of the material contained within being FSC certified, the customers invoice and delivery note must and should contain the companies FSC number: TT-COC-004593 and the claim details of the product eg. 100% FSC.

19.3 If the customer wishes to query the claim under which the material was sold, they should write to us at our postal address or email address: info@OakFloorSales.com

INSTALLATION QUOTES AND WARRANTIES Where a company is recommended or instructed by OakFloorSales.com to install the products you have purchased, please note that OakFloorSales.com act as an agent only, authorised to quote prices and dates for installation on behalf of the installer. The quality of the workmanship and the installation suitability is guaranteed by the installer, as does the responsibility for guaranteeing the install, and so it is their responsibility to warrant their work as suitable. The installer reserves the right to replace or repair any installation which is deemed not to the manufacturers standard. OakFloorSales.com can act on your behalf, in a limited capacity, to negotiate and deal with the installers, should it become necessary. OakFloorSales.com. (Unless otherwise agreed in writing or on your invoice) act as a supplier of materials only.

GENERAL The company will not be liable to the customer by reason of any delay in performing or failure to perform our obligation under this agreement if the delay is due to any cause beyond our reasonable control. Limiting the general nature of that statement, acts beyond our reasonable control include: acts of God, war or threat of war, civil disturbance, government or local authority restrictions, import or export regulations and embargoes, strikes and other industrial actions, difficulty in obtaining raw materials, power failure or breakdown in machinery. The company may at its discretion engage sub-contractors in the performance of this agreement and the company may assign its rights and liabilities under this contract to a third party.

Where the customer is more than one person, the customer liability to the company is joint and several. The company will be entitled to cancel this agreement and keep any deposit if the customer, either as a single or one of several, enters into a statutory agreement with their creditors or is made bankrupt.

PRIVACY POLICY OakFloorSales.com. know that you care how information about you is used and shared and we appreciate your trust in us to do that carefully and sensibly. This notice describes the privacy policy of OakFloorSales.com. By visiting, you are accepting and consenting to the practices described in this Privacy Notice. What Personal Information About Customers Do We Gather? OakFloorSales.com gather and store names, addresses, telephone numbers and email addresses. We will utilise this information for mail and digital mail shots but you can opt out of this service by responding to the email sent to you. Card details when provided to us to make a payment against an order are shredded and burnt. We will never ask you to email your card or account details to us. We do not provide or sell any personal details given to us to any third party companies. We maintain physical, electronic and procedural safeguards in connection with the collection and storage of personally identifiable customer information. These terms and conditions can be subject to change without notice. These terms and conditions shall be governed by and construed in accordance with the laws of the United Kingdom, E & O E.

DISTANCE SELLING RETURNS POLICY Applicable only to Ecommerce/online purchasing customers and only when the product is not "Custom Made". If the product is custom made, the customer waives their rights to the cancellation policy and they would be subject to our standard terms and conditions for orders not placed online. Your rights to return goods (that are not custom made) are protected under the EU Distance Selling Directive. When purchased online under distance selling rules you are entitled to cancel your order and return the goods within 7 working days of delivery for a full refund, excluding the cost of delivery. Do this by contacting us in writing at our postal address or info@OakFloorSales.com. The cancellation is effective from the date we receive notification. Your refund will be paid within 30 days. You are responsible for the cost of the safe return of the product to us and you are also responsible for covering the risk of loss or damage when returning the goods, so you should take out enough postal insurance to cover their value. This cancellation policy does not affect your rights when we are at fault – for example, if goods are faulty or mis-described. You will be refunded in full, including any initial delivery charges and reasonable return charges, to the card on which the order was initially paid for. We must see the product before arranging the refund and a full invoice must be received. Goods must be inspected prior to any refunds. In the event of being returned by a courier or transport company, the product must be wrapped in protective wrapping against moisture and damage on a suitable pallet if necessary. On goods being collected via courier, the customer is to provide assistance in the loading of the goods being returned. It is the responsibility of the customer to ensure that the goods are returned in an acceptable condition and re-packaged. Should the return fall outside of the 7 day cooling off period, the customer will be subject to a collection and re-stocking fee.

WARRANTY REGISTRATION

All product purchases will require you to register the warranty on the website. You can download any of our guideline documents here also.
(we suggest all documents are downloaded) as floors that have been incorrectly stored, acclimatised, fitting or cared may affect your warranty status)

See, www.OakFloorSales.com/warranty

Important note The information and, in particular, the recommendations relating to the application and use of our products, are given in good faith based upon the manufacturers current knowledge and experience of the products when properly stored, handled and applied under normal conditions. In practice, the difference in materials, substrates and actual site conditions are such that no warranty in respect of merchantability or of fitness for a particular purpose, nor any liability arising out of any legal relationship whatsoever, can be inferred either from this information, or from any writing recommendations, or from any other advice offered. The proprietary rights of third parties must be observed.