

M&M TIMBER – CHARTER TERMS & CONDITIONS

In this Charter, the following definitions will apply:

Buyer:	means the person, firm or company who purchase the Goods from the Company
Company:	means M&M Timber - A Division of Forest Garden Ltd., a company registered in England and Wales with company number 01771349.
Failed Products:	means Goods which have failed as a result of Rot, Fungal Decay or Insect Attack within 15 years of supply by the Company to such an extent that such Goods are no longer fit for purpose.
Goods:	Unilog Pro 15 timber purchased by the Buyer from the Company.
Insect Attack:	means attack by wood destroying insects that destroy the timber structure, including but not limited to termites.
Replacement Product:	means Goods supplied by the Company in accordance with the terms of this Charter to replace a Failed Product.
Rot/Fungal Decay:	means attack by wood destroying fungi that disintegrate the wood cell walls but excluding staining fungi associated with the weathering of wood.

Words in the singular include the plural and in the plural include the singular.

1. This Charter applies to the following Goods:
 1. Goods supplied and installed in the UK
 2. Goods which are Failed Products only and not those Goods within the same order, batch, location or otherwise which are not Failed Products.
2. The Company shall, as its option, replace the Failed Product with a Replacement Product or provide a refund at the nett paid price excluding VAT in the form of a voucher than can be used against M&M goods through in respect of any Failed Product as follows:

Period in which the Goods have failed % price of Failed Products refunded

Up to 3 years from the date of purchase by the Buyer

110% of the price charged to the Buyer
(less any discounts or rebates) for the Failed Product

Between 3-7 years from the date of purchase by the Buyer

100% of the price charged to the Buyer
(less any discounts or rebates) for the Failed Product

Between 7-10 years from the date of purchase by the Buyer

50% of the price charged to the Buyer
(less any discounts or rebates) for the Failed Product

Between 10-15 years from the date of purchase by the Buyer

10% of the price charged to the Buyer
(less any discounts or rebates) for the Failed Product

3. The Company shall not be liable for any labour or other costs in relation to the removal of any Failed Product or the installation of any Replacement Product.
4. This Charter shall not apply to any Replacement Product.
5. The Buyer must give written notice to the Company of the Failed Products within 14 days of the time when the Buyer discovers, or ought to have discovered, that some or all of the Goods are Failed Products, and no later than 14 days after the expiry of the 15 year period, accompanied with proof of purchase and a sample of the Failed Product.
6. The Company shall not be liable for Goods which are Failed Products in any of the following events:
 - a. the Buyer has failed to follow the Company's instructions as to the installation, care and maintenance of the Goods in the Instruction Guide.
 - b. mechanical damage caused to Goods due to or as a result of industrial strimming, or physical damage.
 - c. weathering of wood including but limited to greying, raised grain, splitting, cracking, warping, shrinkage, swelling, or any other physical property of the wood.
 - d. timber degrade which is the result of the natural movement of wood in service, including weathering, twisting and splitting of components.
 - e. mould growth on treated wood products.

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