

CLIFFORD JONES TIMBER LIMITED - Terms and Conditions of Platinum Warranty

1. Terms and Conditions

- 1.1.** This document tells You the terms and conditions on which We, Clifford Jones Timber Limited, will provide You with the Warranty for CJT Platinum Products.
- 1.2.** Please read these terms and conditions carefully before you register the Warranty. **Please note that the Warranty will not be valid and you will not be able to make a Claim under it, unless you have registered the Warranty in accordance with paragraph 10 below and you have complied with the terms and conditions set out below.**
- 1.3.** **Your attention is particularly drawn to paragraphs 4, 5, 6 and 7 below.**

2. Information About Us

- 2.1.** We, Clifford Jones Timber Limited, are a limited company registered in England and Wales with company number 00859710 and have Our registered office address and main trading address at Brickfield Lane, Ruthin Denbighshire, LL15 2TN.

3. Interpretation

In these terms and conditions, the following definitions will apply:

"BRE" means the Building Research Establishment, Watford;

“CJT Platinum Products”

means all timber products marked as platinum products, manufactured and supplied by Us and/or any member of its Group to You treated with the Tanalith E8000 Technology to ground contact HC4 and also Non Ground contact HC3 rail material which is also treated with Tanalith 8000 which is installed for the purpose of a rail only

but excluding any products:

- a) treated with the Tanalith E8000 Technology that are not to ground contact HC4 or rail material HC3;
- b) that are not treated with the Tanalith E8000 Technology;
- c) any products not manufactured and/or supplied by Us e.g. stock fencing, barbed wire, screws and fixings;
- d) retaining 15;
- e) retaining 25; or
- f) that are not part of our platinum range.

“Claim”

means any claim covered by the terms and conditions of the Warranty made in accordance with paragraph 9 for CJT Platinum Products that have suffered a Failure;

“Consumer”

means You being an individual acting for the purposes that are wholly or mainly outside that individual’s trade, business, craft or profession and who receives the benefit of the protection afforded by English consumer protection legislation;

“Date of Origin”

means the date stamped on the CJT Platinum Product by Us.

“Failure”

means any damage to the CJT Platinum Product which subject to proven investigation by either Us (or in the event of any dispute by an approved independent assessor from TRADA or BRE or any other recognised professional body in accordance with paragraph 11.6) is caused as a direct result of fungal or insect attack which results in the CJT Platinum Product no longer being fit for purpose within a period of 35 years from the Date of Origin.

“Group”

in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

“Installation”	means the CJT Platinum Products placed in their original installation location (as defined by ONS coordinates upon registration of the Guarantee by You) by or on behalf of You at the site that You own, use or occupy.
“Proof of Purchase”	means a valid fully paid invoice issued by Us and/or any member of its Group for CJT Platinum Products used in the Installation.
“Tanalith E8000 Technology”	means the chemicals used to treat the CJT Platinum Products during manufacture.
“TRADA”	means the Timber Research and Development Association, a company limited by guarantee registered in England and Wales with company number 05086432 whose registered office is at Grafton House, Bullshead Yard, Alcester, Warwick B49 5BX.
“Warranty”	means the warranty provided to You by Us as set out in paragraph 6.2 in accordance with these terms and conditions.
“We”/ “Our” /“Us”	means Clifford Jones Timber Limited a company registered in England and Wales with company number 00859710 whose registered office is Brickfield Lane, Ruthin Denbighshire, LL15 2TN.
“You”/“Your”	means you, the customer who purchases CJT Platinum Products directly from Us and/or any member of its Group for Installation by or on behalf of You, the customer and who is entitled to register the Warranty, whether you are acting in the course of a business or acting as a Consumer.

4. CJT Platinum Product

- 4.1. Your CJT Platinum Product may vary slightly from images in brochures and/or on websites, which are for illustrative purposes only.
- 4.2. The packaging of CJT Platinum Product may vary from that shown in images in brochures and/or on websites.
- 4.3. If We are making the CJT Platinum Product to measurements You have given to Us, You are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting US.

5. Our Rights to Make Changes

5.1. We may change the CJT Platinum Product:

- a) to reflect changes in relevant applicable legislation or guidelines and regulatory requirements; and
- b) to implement minor technical adjustments and improvements.

5.2. In addition We may make changes to the terms of this Warranty, but if We do so We will notify You.

6. The Warranty - (What it covers) – Businesses

Your attention is particularly drawn to this paragraph.

6.1. This clause does not apply if you are acting as a Consumer. Please see clause 7 below.

6.2. Subject to these terms and conditions, We will warrant for a period of 35 years from the Date of Origin of the CJT Platinum Product, any CJT Platinum Product at an Installation that suffers Failure.

6.3. The Warranty is limited to You only and subject always to paragraph 6.5 below is limited to the re-supply of 'new for old' replacement CJT Platinum Product.

6.4. For the avoidance of doubt this Warranty does not include:

- a) payment for removal costs of any CJT Platinum Product that have suffered a Failure;
- b) any costs related to the re-installation of any replacement CJT Platinum Product as a result of a Failure; and
- c) any excavation and/or remedial work related to the installation of any replacement CJT Platinum Product as a result of a Failure.

6.5. This Warranty shall not be transferable by You. This represents Your exclusive remedy and excludes all other damages, costs and/or losses associated with the Failure of the CJT Platinum Product to the fullest extent permitted by the law.

6.6. We shall under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss, punitive damages, penalties ,costs and expenses arising

under or in connection with the CJT Platinum Product and/or the Installation, save that nothing in these terms and conditions shall limit or exclude Our liability for:

- a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation; and
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

6.7. Subject to these terms and conditions, Our liability under this Warranty is limited to the re-supply of CJT Platinum Product as set out at clause 6.3 and is subject to clause 6.4 above.

7. The Warranty - (What it covers) – Consumers

Your attention is particularly drawn to this paragraph.

7.1. This clause does not apply if you are acting in the course of a business. Please see clause 7 below.

7.2. Subject to these terms and conditions, We will warranty for a period of 35 years from the Date of Origin of the CJT Platinum Product, any CJT Platinum Product at an Installation that suffers Failure.

7.3. Subject to paragraph 16.1 the Warranty is limited to You only and subject always to paragraph 7.4 below is limited to the re-supply of 'new for old' replacement CJT Platinum Products.

7.4. For the avoidance of doubt this Warranty does not include:

- a) payment of removal of any CJT Platinum Product that have suffered a Failure;
- b) any costs related to the re-installation of any replacement CJT Platinum Product as a result of a Failure; and
- c) any excavation and/or remedial work related to the installation of any replacement CJT Platinum Products as a result of a Failure.

7.5. This Warranty shall not be transferable by You. This represents Your exclusive remedy and excludes all other damages, costs and/or losses associated with the Failure of the CJT Platinum Product to the fullest extent permitted by the law.

- 7.6. We shall under no circumstances whatsoever be liable to You for any loss or damage that is not foreseeable. Loss or damage is only foreseeable if it were an obvious consequence of Our breach of these terms and conditions or if they were contemplated by You and Us at the point of Installation of the CJT Platinum Product.
- 7.7. Nothing in these terms and conditions shall limit or exclude Our liability for:
- a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable);
 - b) fraud or fraudulent misrepresentation;
 - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - e) damage to Your private property caused by defective goods under the Consumer Protection Act 1987.
- 7.8. If You are a Consumer and You use the CJT Platinum Product for any commercial, business or re-sale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.9. Subject to these terms and conditions and any other legal rights available to You, Our liability under this Warranty is limited to the re-supply of CJT Platinum Product as set out at clause 7.3 above and is subject to paragraph 7.4 above.

8. **Conditions of the Warranty - (what You must do or not do)**

Your attention is particularly drawn to this paragraph.

- 8.1. The Warranty is subject to Your strict compliance with the following conditions:
- a) you must register the Warranty with Us in accordance with paragraph 10 below;
 - b) CJT Platinum Products must be installed strictly in accordance with the Fencing Contractors Association Guidelines as applicable at the date of Installation, details of which are available via www.fencingcontractors.org.

- c) CJT Platinum Products must be installed as per the Clifford Jones Timber Code of Practice as applicable at the date of Installation available via [INSERT WEBLINK]
 - d) you must provide Proof of Purchase;
 - e) you must comply with the Claims procedure set out at paragraph 11 below;
 - f) any CJT Platinum Products that are cross cut, notched or bored during Installation must have all exposed surfaces liberally brushed with Ensele Wood preservative in accordance with the directions on the Ensele Wood preservative product label;
 - g) in the event that CJT Platinum Products are cut down or shortened (which for the avoidance of doubt should be avoided) under no circumstances should the cut end come into direct contact with the ground even following the application of Ensele Wood preservative referred to in paragraph 8.1(f) above;
 - h) CJT Platinum Products must remain in the original Installation location;
 - i) fence posts must not be pointed after being pressure treated; and
 - j) you must use appropriate metal fixings with all CJT Platinum Products that have a comparable shelf life to the period of this Warranty.
- 8.2. Failure to comply with paragraphs 8.1(a) to 8.1(h) will invalidate this Warranty and you will not be able to make any Claim and We will not be liable to provide any replacement CJT Platinum Products.

9. **Exclusions - (what is not covered)**

Your attention is particularly drawn to this paragraph.

- 9.1. The Warranty shall not apply to:
- a) any CJT Platinum Products used or installed outside of the United Kingdom, Eire, the Channel Isles or the Isle of Man;
 - b) any CJT Platinum Products removed from their original Installation location and reinstated for the same or a different purpose;

- c) any CJT Platinum Products not installed in accordance with paragraph 8 above;
 - d) any CJT Platinum Product treated or painted or coated with any product not approved in accordance with paragraph 8 above;
 - e) any CJT Platinum Products that are cross cut, notched or bored during installation;
 - f) any CJT Platinum Products that are cut down or shortened where the cut end comes into direct contact with the ground;
 - g) any workmanship by or on behalf of You during the Installation or any subsequent repair or re instatement;
 - h) any failure which is not caused as a direct result of fungal or insect attack which results in the CJT Platinum Product no longer being fit for purpose within a period of 35 years from the Date of Origin;
 - i) any failure of non CJT Platinum Products or components used in the Installation including any Failure that is attributable to a failure of non CJT Platinum Products;
 - j) failure following a repair or alteration to the CJT Platinum Product by or on behalf of the Customer;
 - k) any CJT Platinum Products which have been used for any purpose for which they were not designed and manufactured;
 - l) any CJT Platinum Products that have been subject to prolonged adverse weather conditions including but not limited to flooding, frost and wind damage;
 - m) any CJT Platinum Product that is installed in a location where there is direct water contact (salt or fresh water);
 - n) any CJT Platinum Products that are rip sawed, thickened, equalised or planed or cut lengthways that have not been retreated by Us;
 - o) any issues that arise due to surface discolouration of the CJT Platinum Products or any products in contact with CJT Platinum Products;
 - p) any Claim that is rejected under paragraph 11 below;
 - q) any Claim under a Warranty that is not registered in accordance with paragraph 10 below; and/or
 - r) for the avoidance of doubt, any other type of loss or damage which is limited or excluded elsewhere in these terms and conditions, including at paragraphs 6.2, 6.3, 6.7, 7.2, 7.3, 7.4 and 7.8 above.
- 9.2. Subject to paragraph 11.2(e), if You wish to exercise Your legal rights to reject CJT Platinum Products You must either return them in person or by post to where You bought them. For the avoidance of doubt, We shall not reimburse and/or pay the cost of postage or collection.

10. **Registration of Warranty**

- 10.1. You must register the Warranty via www.cjtimber.com You shall only be entitled to register one Warranty per Installation. If you prefer, You can request a hard copy Warranty form from Us which must be completed and returned by post to *Clifford Jones Group Sales Department Brickfield Lane Ruthin Denbighshire LL15 2TN*. Completed registration documents must be received by Us within 60 days from date of invoice to be valid.
- 10.2. You must provide all the information required to register the Guarantee. You warrant that the information provided during registration process is complete and accurate to the best of your knowledge.
- 10.3. We may need certain information from You so that We can register the Guarantee. If so, this will have been stated in the description of the CJT Platinum Products on the website. We will contact You to ask for this information. If You do not give Us this information within a reasonable time of Us asking for it, or if You give Us incomplete or incorrect information, this Guarantee may not apply.
- 10.4. The registration of any Guarantee does not limit in any way Our right to reject a Claim under paragraph 11 below.

11. **Claims**

- 11.1. You must make a Claim using Our standard Guarantee Claim form which is available via www.cjtimber.com or can be requested in hard copy by writing to Us at CJT, Brickfield Lane Ruthin. Denbighshire LL15 2TN Any Claim must be received by Us within 30 days of the date that You identify the possible Failure.
- 11.2. The Claim form must include the following information;
 - (a) Proof of Purchase;
 - (b) details of Date of Origin;
 - (c) details of Failure; and
 - (d) photographic evidence of Failure;
 - (e) details of Installation;

(f) **Under no circumstances shall You send CJT Platinum Products or samples of parts thereof or samples of any fungus, insect or surrounding ground material directly to Us.**

11.3. We shall investigate the Claim within 60 days of receipt of Our completed Guarantee Claim form. You shall grant or will procure the grant to Us of the right to enter the Installation site and the right for Us to take samples and photographic evidence from the Installation site.

11.4. You shall provide any further reasonable information requested by Us as part of the investigation of any Claim under this paragraph 11.

11.5. We shall report to You with the results of Our investigation within 60 days of the commencement of such investigation.

11.6. Our total liability for a Claim and/or an aggregate of Claims during the Warranty Period made by You in accordance with this Guarantee shall not exceed a total of £1,000 per Claim or aggregate Claims.

11.7. In the event that You dispute the outcome of Our investigation in writing within 14 days of Our report referred to at paragraph 11.5 above, We will appoint an independent assessor TRADA or BRE or any other recognised professional body suitably qualified to investigate the Failure and report their decision to You within 90 days of the notification of the dispute being received by Us. The decision of the independent assessor shall be final.

11.8. If We fail to insist that you perform any of Your obligations under these terms and conditions, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

12. **Acknowledgements by You**

12.1. You acknowledge that you have read and understood these terms and conditions.

12.2. Nothing in these terms and conditions shall affect Your legal rights which are implied into the contract between You and Us for Your own protection. If you are acting as a Consumer,

you can find further information about such legal rights from the Citizen's Advice Bureau or the Office of Fair Trading.

12.3. For the avoidance of doubt, the personal data provided by You shall only be used by Us for the purpose of the registration of the Warranty and/or any Claim made under the Warranty or as required in relation to these terms and conditions. We will only give Your personal information to third parties where the law either requires or allows Us to do so.

12.4. You acknowledge that the CJT Platinum Products shall be Your responsibility from the time they are delivered to the address You provide at the time of purchase.

13. **Events Outside Our Control**

13.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these terms and conditions that is caused by an Event Outside Our Control.

13.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

13.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these terms and conditions:

- a) We will contact You as soon as reasonably possible to notify You; and
- b) Our obligations under these terms and conditions will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

14. **Jurisdiction and Applicable Law**

14.1. This Warranty and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) shall be governed and construed in accordance with English Law.

14.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Guarantee or its subject matter or formation (including non contractual matters or claims).

15. **Other Important Terms**

- 15.1. The Warranty and these terms and conditions are between You and Us. No other person shall have any rights to enforce any of its terms. You may transfer the Warranty to a person who has acquired the product from You. We may require the person to whom the warranty is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.
- 15.2. We may transfer Our rights and obligations under this Warranty to another organisation.
- 15.3. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4. If We do not insist immediately that You do anything You are required to do under these terms and conditions, or if We delay in taking steps against You in respect of Your breaking these terms and conditions, this will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

16. **Your Concerns**

If you have any concerns regarding any CJT Platinum Products, the Warranty or these terms and conditions, please contact us at sales@cjtiber.com or on 01824 702157 (Ext 106 or 105).