

STANDARD TERMS

All purchases, and Orders will be subject to the following terms and conditions unless otherwise agreed to in writing:

1. Definitions

In this Contract:

Business Days means a day that is not a Saturday or Sunday or a public holiday at the Delivery Point.

Britton Timbers means the relevant Entity to which the Order is made.

Consequential Loss includes loss of production or use; loss of anticipated or actual profit or revenue; loss of damage to goodwill or business reputation; downtime costs or wasted overheads; liquidated damages; delay costs or any other indirect loss, costs or damages.

Contract means the contract formed under clause 2 incorporating these Standard Terms as well as any Specifications.

Defects means any imperfection or abnormality that impairs or may impair the quality, function or utility of the Product.

Delivery Point means the location or address to which the Products are delivered, as identified in the Order.

Deposit means an amount determined by Britton Timbers (in its absolute discretion) to be paid as security for any Order pursuant to clauses 2.5 and 4.

Entity means:

- (a) Britton Brothers Pty Limited (ABN 28 009 478 586); or
- (b) Hasell Britton Pty Limited (ABN 15 002 990 347); or
- (c) Britton Timbers International Pty Ltd (ABN 40 009 483 425); or
- (d) Alexander Sturrock & Sons Pty Limited (ABN 35 004 073 385); or
- (e) Britton Veneer Products Pty Ltd (ABN 56 634 946 900); or
- (f) Britton Timbers Processing Pty Ltd (ABN 27 612 238 829).

General Credit Terms means the terms that apply to any Customer who has entered a Commercial Credit Contract with Britton Timbers.

Jurisdiction means the Australian State or Territory in which the Delivery Point is located.

Order means any written, electronic or verbal order from the Customer to Britton Timbers for the supply of Products.

Price means the sum ascertained by multiplying the unit Price for the applicable Products by the quantity, as set out in the Order.

Products means the goods and products described in the Order.

Specifications means the technical literature relevant to the Product as provided on the Britton Timber website, and as varied from time to time on the website (available on request or online at <https://brittontimbers.com.au/legals/>).

Taxable Supply and **GST** have the meanings set out in the *A New Tax System (Goods and Services) Act 1999*.

2. Orders

2.1 An Order constitutes an offer by the Customer to purchase the Products.

2.2 A Contract is formed between the parties when Britton Timbers accepts an Order from the Customer, at which time these Standard Terms and any Specifications apply to that Order and the supply of Products.

2.3 If a Customer has a Commercial Credit Contract then the General Credit Terms will also apply.

2.4 For the avoidance of doubt, for any Orders for Products listed in Schedule A, the Specifications will also form part of the Contract as they apply to the relevant Products (noting many products come with a guarantee or warranty from the manufacturer).

2.5 Upon receipt of an Order, Britton Timbers may (in its absolute discretion) issue an invoice for the Deposit in which case, Britton Timbers is under no obligation to procure the Order until payment of the full amount of the Deposit has been received by Britton Timbers;

2.6 If either party cancels an Order at any time before dispatch of the Products for Delivery, and the Customer has paid the Deposit, then:

- (a) Britton Timbers may keep an amount equal to any costs or expenses reasonably incurred by it before the Order was cancelled; and
- (b) must refund the balance of the Deposit to the Customer.

2.7 If the Customer was not required to pay a Deposit, or failed to pay any part of a Deposit then the Customer must pay Britton Timbers the reasonable costs or expenses incurred by Britton Timbers before the Order was cancelled.

2.8 If the Customer fails to pay any amount owing under clause 2.7 then Britton Timbers may recover that amount as a debt.

3. Supply

In consideration of Britton Timbers supplying the Products to the Purchaser, the Purchaser must pay

the Price set out in any Order as adjusted or calculated in accordance with this Contract as well as all costs, charges, duties and taxes.

4. Payment

- 4.1 The Customer must pay any amount payable to Britton Timbers within the time frame set out on the tax invoice or, if the Customer has a Commercial Credit Contract with Britton Timbers, within the relevant credit period set out in the General Credit Terms.
- 4.2 Aside from a Deposit, Britton Timbers is entitled to charge interest on any amount not paid by a customer from the date when payment is due until payment is received, at a fixed rate of 10 per cent per annum calculated daily, compounding monthly.
- 4.3 Each amount payable in respect of a Taxable Supply is exclusive of GST and the Customer must, in addition to any amount owed under this Contract and at the same time and manner, pay the GST in respect of that supply upon receipt of a tax invoice.

5. Warranties

- 5.1 The relevant warranty provided by Britton Timbers for its Products and the conditions that apply to that warranty are set out in the Specifications.
- 5.2 The warranties and their conditions, as set out in the Specifications, are deemed to form part of these Standard Terms.
- 5.3 If Products are purchased by the Customer as a Consumer, as defined in section 3 of the *Australian Consumer Law*, then the warranties and rights available under the Australian Consumer Law apply in addition to those set out in this Contract.

6. Wood Products

- 6.1 This clause 6 applies to any Order for Products which are identified to contain timber or wood products.
- 6.2 Despite any other clause or warranty, having submitted an Order for any Product that contains any type of timber or wood, the Purchaser acknowledges that it has been informed and accepts that:
- (a) timber and other wood products are or contain natural products and may exhibit variations in the texture, shade, colour, surface, finish, markings, veining and contain fissures, occlusions and indentations; and
 - (b) timber and wood products are hygroscopic materials subject to expansion and contraction; and

as such, to the extent permitted by law, Britton Timbers does not and will not accept any liability whatsoever for damage, disfiguration, deterioration or loss caused as a result of:

- (i) natural expansion and contraction; or
- (ii) exposure to liquids, moisture, high humidity or damaging substances; or
- (iii) exposure to sunlight and natural elements; or
- (iv) impact, abrasion, scratching or any other wear and tear; or
- (v) failure to follow the Specifications,

that is identified, materialises or comes about after risk in the Products is passed to the Customer pursuant to clause 8.

7. Packaging and storage

The Products shall be properly packed by Britton Timbers to avoid being damaged during delivery, loading and/or unloading.

8. Delivery and inspection

- 8.1 Within 14 Business Days following delivery of the Products at the Delivery Point, the Customer must inspect the Products and may reject the Products, if (and only if):
- (a) the Products do not comply with the Order; or
 - (b) the Products contain Defects,
- in which case, the Customer must notify Britton Timbers, providing reasons regarding the non-compliance or Defects, and Britton Timbers, in its absolute discretion, will determine whether to:
- (c) replace the Products; or
 - (d) refund the cost of the Products.
- 8.2 If the Customer fails to inspect the Products and notify Britton Timbers of any non-compliance or Defects within the 14 Business Days set out in clause 8.1, the Customer forfeits the right to reject the Products and shall be deemed to have accepted them in their delivered condition.
- 8.3 The Customer hereby indemnifies, and agrees to keep indemnified, Britton Timbers for any cost, loss or damage incurred or suffered by Britton Timbers arising from or in connection with any claim by the Customer or a third party as a result of the installation or on-sale of Products which:
- (a) did not comply with the Order; or

- (b) contain a Defect, where such Defect should have and could have been identified by the Customer upon reasonable inspection pursuant to clause 8.1.

9. Installation and maintenance

- 9.1 The Customer is responsible for ensuring that any Products are installed and maintained pursuant to the current Specifications.
- 9.2 Britton Timbers cannot and will not be liable for any loss, damage or defect that may be attributed to a failure by the Customer or any third party failing to follow the Specifications.

10. Risk and Title to the Products

- 10.1 Risk of damage to or loss or deterioration of any Products supplied by Britton Timbers will pass to the Customer upon possession at the Delivery Point.
- 10.2 Ownership and title to the Products will not pass to the Customer until all Products supplied by Britton Timbers to the Customer have been paid for in full in accordance with these Standard Terms or, if applicable, the General Credit Terms. Until then:
 - (a) the Customer will hold the Products supplied as bailee of Britton Timbers;
 - (b) the Customer may sell the Products supplied in the ordinary course of business as agent for Britton Timbers and will account to Britton Timbers for any sale proceeds; and
 - (c) Britton Timbers may require the Customer to return the Products supplied on demand and may go into the premises of the Customer and repossess the Products.

11. Liability

- 11.1 To the extent permitted by law, the liability of Britton Timbers for breach of Contract or breach of a guarantee or warranty relating to a Product is limited to one of the following:
 - (a) the replacement of the Product; or
 - (b) repair or payment of the cost of replacement or repair of the Product.
- 11.2 The Customer hereby irrevocably indemnifies Britton Timbers in respect of any damages Britton Timbers may be ordered to pay to a third party which exceed the lowest of the cost of replacing or repairing the Products.
- 11.3 To the extent not prohibited by Law, Britton Timbers shall not in any circumstances be liable to the Customer for Consequential Losses.

12. Third parties

- 12.1 If the Products under this Contract are to be supplied by the Customer to a third party, then the Customer must ensure that the supply is made on the same terms as those set out in this Contract, in particular clauses 6, 8 and 9.

13. Returns

- 13.1 Return of Products by the Customer may only be made if Britton Timbers has agreed to that return and all such returns will be subject to a 10% handling charge based on invoice value of the returned Products to cover the cost of sorting, handling restacking and/or freight costs.
- 13.2 Any agreement by Britton Timbers to accept the return of Products is subject to the Products being in full pack quantities or the quantity supplied and being in resalable condition as determined by Britton Timbers following inspection of the returned goods at its premises.

14. PPSA

- 14.1 This Contract creates a security interest in the Products for the purpose of the PPSA.
- 14.2 The Customer agrees upon request to do anything (such as obtaining consents, completing, signing and/or producing documents and supplying information) which Britton Timbers considered necessary for the purposes of:
 - (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
 - (b) enabling Britton Timbers to apply for any registration or give any notification in connection with the security interest so that the security interest has the priority required by Britton Timbers; and
 - (c) enabling Britton Timbers to exercise rights in connection with the security interest.

- 14.3 To the extent that the law permits, Britton Timbers need not comply with any provision of Chapter 4 of the PPSA that may be contracted out of, and the Customer waives its rights to receive any notice that it required by the PPSA.

15. Disputes

- 15.1 Any dispute arising out of or relating to these conditions or the Contract, must first be discussed by the Parties and failing agreement or settlement within 10 days of such dispute first being raised, shall be the subject of mediation, administered by the Australian Commercial Disputes Centre

("ACDC") conducted and held in accordance with the Rules of ACDC in force at the date of the Purchase Order.

address to which notifications are to be sent.

- 15.2 Where the dispute has not been settled within 21 days of it first being notified from one Party to the other then either Party may commence formal legal proceedings in the appropriate jurisdiction.

16. Confidential Information

Britton Timbers agrees not to disclose information provided by the Customer that is not publicly available except:

- (a) Pursuant to the General Credit Terms (if applicable to the Customer);
- (b) to any person in connection with or exercising rights or dealing with rights or obligations under this Contract;
- (c) to officers, employees, agents, contractors, legal and other advisers and auditors of Britton Timbers;
- (d) with the Customer's consent (not to be unreasonably withheld); or
- (e) any disclosure Britton Timbers reasonably believes is required by any law.

17. Variations

- 17.1 Britton Timbers may amend these terms by notice in writing to the Customer, or by updating the terms on its website.
- 17.2 The contract will apply as varied with effect from the date the notice required under clause 17.1 is given.
- 17.3 If the Customer does not agree with the amended Contract, the Customer may terminate the Contract with 14 days' notice and must pay all outstanding money owed to Britton Timbers by close of business on the 14th day.

18. Notices

A notice required under this contract or law must be in writing and is treated as being duly given:

- (a) if sent by pre-paid post to the other party's address listed on the Order, on the third business day after posting; or
- (b) if sent via email to the other party's email address listed on the application, on the date of confirmation of transmission of the email.
- (c) A party must notify the other of any change to the address or email

19. General

- 19.1 The parties acknowledge that they both had the opportunity to negotiate any amendment to these Standard Terms, and that the Standard Terms are fair and reasonable.
- 19.2 These Standard Terms including any Specifications apply to the exclusion of any and all other terms proposed by the Customer.
- 19.3 This Contract is governed by and must be construed and enforced in accordance with the Jurisdiction in which the Delivery Point is located and the parties unconditionally submit to the exclusive jurisdiction of the Court of that Jurisdiction.
- 19.4 The United Nations Convention on Contracts for the International Sale of Goods does not apply to any contract which includes these Standard Terms.

SCHEDULE A – PRODUCTS TO WHICH SPECIFICATIONS APPLY

Accoya Warranty

<https://www.accoya.com/app/uploads/2020/04/Accoya-wood-warranty-worldwide-excluding-US-and-Canada-1.pdf>

Accoya Wood Information Guide

https://www.accoya.com/app/uploads/2020/04/Accoya-Wood-Information-Guide-960x540_final.pdf

Accoya Resources

<https://www.accoya.com/au/downloads/>

Abodo Warranty

LOSP

https://www.abodo.co.nz/uploads/resource/Abodo-Warranty-LOSP-and-OPX.pdf?_hstc=261553362.cf85787bf4ccf388d9bd1546ab4747aa.1777266837142.1777350439921.1777423971306.3&_hssc=261553362.4.1777423971306&_hsfp=686649b96672c5db25f8332a78be7778

TPX

https://www.abodo.co.nz/uploads/resource/Built-to-last-Warranty-TPX-15yrs-Vulcan-Abodo-Wood.pdf?_hstc=261553362.e7f1f0bf51fabfad884b36dfb4765413.1739485748702.1739492804154.1740965223687.4&_hssc=261553362.4.1740965223687&_hsfp=3296344742

Abodo Resources

<https://www.abodo.com.au/resources>

NewTechWood

Warranty <https://newtechwood.com.au/warranty/>

Installation <https://newtechwood.com.au/installation-guides/>

Tasmanian Hardwood Strip Flooring on Joists installation guide

<https://brittontimbers.com.au/wp-content/uploads/BrittonTimbers-TasmanianOakstripflooringonjoistsguideforinstalling.pdf>

Tasmanian Hardwood Overlay Flooring installation guide

<https://brittontimbers.com.au/wp-content/uploads/BrittonTimbers-TasmanianOakstripflooringasanoverlayguideforinstalling.pdf>

Touchwood Veneer Panels Installation Guide

<http://touchwoodproducts.com.au/wp-content/uploads/sites/17/2025/02/24072-BT-Touchwood-Installation-Guide.pdf>

Tricoya Warranty

<https://www.accoya.com/app/uploads/2025/03/Tricoya-Warranty.pdf>

Tricoya data sheets

http://brittontimbers.com.au/wp-content/uploads/Tricoya_Australia_Brochure_s18_AV_Britton_Timber_V4.pdf

http://brittontimbers.com.au/wp-content/uploads/FINAL_Tricoya_Data_Sheet_Australian_s6_FP.pdf

These Manuals are available from Britton Timbers on request.

ATFA Solid Timber Flooring Technical Manual (not including Tasmanian Hardwoods)

ATFA Engineered Flooring Technical Manual

ATFA Residential Timber Decks Technical Manual

Decking and Cladding installation

It is advised that only qualified tradespeople with the relevant skill and experience install this product.

It is the installer's responsibility to ensure the structural integrity and waterproofing of the building complies with all authoritative documents. This product needs to be installed as per the current Building Code of Australia.