

Proposal Address

CP Interiors
 LA RUE DES PRES TRADING ESTATE
 ST SAVIOUR
 JERSEY
 JE2 7QP
 United Kingdom

Contact Name

Rachel

Sales Notes

Carriage is for Delivery is to port only with fork lift facilities. If Hiab is required the cost will be £325.00 to port

Document Number

CQ284672

Document Date

22/09/22

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Customer No.

CCPIN001

VAT Number

Your Reference

SO13812 - JOHNSON

Project Reference

Delivery Address

CP Interiors

Code	Description	Quantity	m ²	Price Each	Net Price	VAT %	Total
001	MDE176B Decking Enhanced Grain Brushed Basalt 176 x 3600 x 32mm	308	200	66.00	66.00	0.0%	20,328.00
002	FT60P250 Durafix Trimhead S/S Screw 4.5 x 60mm Box of 250 + Drive Bit	28		34.40	34.40	0.0%	963.20
003	AP500B Touch Up Paint 500ml Brushed Basalt	1		14.00	14.00	0.0%	14.00
004	DBL1801U Standard Delivery C with value over £1800	1		95.00	95.00	0.0%	95.00

VAT Details

VAT %	Base Amount	VAT	Gross
0.0%	21,400.20	0.00	21,400.20

Total Before VAT: **GBP 21,400.20**

Total VAT Amount: **GBP 0.00**

Total Amount: GBP 21,400.20

Payment Terms: 30 Days End Of Month **Lead time:** 1 Week

Gross Weight: 3,545.50 kg

Proposal Valid Until: 22/10/2022 E. & O.E.

Notes

Carriage is for Delivery is to port only with fork lift facilities. If Hiab is required the cost will be £325.00 to port

Please note that the quantities and lead time shown are an approximation and will need to be checked by the buyer before ordering. Millboard will not be held responsible for any under or over ordering where extra materials, carriage and/or restocking may be incurred.

Goods require forklift offload unless specified otherwise.

Any differences between unit list and unit net price above is based on quantity/full pack discounts

TRADE Delivery Terms and Conditions

For our standard deliveries we require:

- A full delivery address with a site contact and telephone number
- Access for a minimum 18T rigid vehicle for delivery to the point of offload without restricting other road users
- The site contact to be on site or available to contact persons on site between 8am and 5pm to receive the delivery
- Offload facilities on site, either forklift or labour available. The offload facility needs to be confirmed at order stage to ensure the correct vehicle delivers (The drivers are not required to offload)
- We allow 30 minutes for offload, if the driver is left waiting for longer 'waiting charges' may occur
- Please ensure the delivery is checked and signed for, any damages or delivery queries need to be reported with 48 hours
- Any changes of delivery address or delivery day after the vehicle has left is chargeable at £110.00
- Any dates quoted for delivery of the goods are approximate only and Millboard shall not be liable for any delay in delivery of the goods however caused.
- Delivery charges and available upgrades: Please see next page

Payment Methods:

- **Bank Transfer:** Our preferred payment method is by transfer to our bank using the bank details shown on our invoice. We suggest a payment confirmation is emailed to salesledger@millboard.co.uk to assist the order process
- **Debit Cards:** Payment details must be phoned through to Millboard, and must be made by the card holder or authorized personnel
- **Credit Cards:** Payment details must be phoned through to Millboard, and must be made by the card holder or authorized personnel - Banking surcharges may apply

TRADE Delivery Terms and Conditions

Delivery charges and options

The prices apply to consignments sent to an address in mainland Britain excluding Scottish Highlands. For other addresses, a supplementary delivery charge will apply, please ask for a quotation. Next day delivery is subject to vehicle availability.

DELIVERY CHARGES - DIRECT TO SITE Per consignment	For Scotland, Add 1 Day		
	Standard 4 Day*	Express 2/3 Days*	Next Day (order before noon)*
Total Consignment Value £1,800 Plus (Offload by customer forklift)	£95	£145	£295
Total Consignment Value £1,800 Plus (Mechanical Offload Vehicle)	£325	£375	£525
Total Consignment Value £350.00 to £1,799.99 (Offload by Customer) #	£140	£190	£295
Total Consignment Value £150.00 to £349.99 (Including items over 1.0m)	£65	£85	£105
Total Consignment Value £0.00 to £149.99 (Including items over 1.0m)	£33	£43	£53
Total Consignment Value £350.00 to £1,799.99 (Small items only) ø	£33	£43	£53
Total Consignment Value £0.00 to £349.99 (Small items only) ø	£15	£20	£25

* Excluding day of order, Saturday, Sunday and Bank Holidays; e.g. for Standard 4 Days, orders placed on Tuesday can usually be delivered by the following Monday. Subject to stock availability, quoted at the time of order.

If the consignment weight exceeds 500kg, Mechanical offload vehicle will be used at price of £325.

ø 'Small items only' rates only apply where all products in a consignment have every dimension less than 1.0m

SUPPLEMENTARY CHARGES FOR ADDITIONAL DELIVERY SERVICES

We can also arrange the following special additional services, if requested. These charges are in addition to the delivery charges listed above.

DELIVERY TIMING OPTIONS PER CONSIGNMENT	AM	PRE 10 AM	2HR SLOT **	SATURDAY
Consignments packed on Pallets	£30	£50	£50	£50
Consignments packed as Parcels	£10	£15	N/A	£15

Some products are unsuitable for sending as Parcels, particularly in larger sizes and quantities.

**Also applies to timed deliveries; vehicle will arrive up to an hour before or after requested time, depending on traffic.

All prices exclude VAT, which will be added at the current rate. Prices are subject to change during 2022.

Millboard has a policy of continual improvement to specification. Product blend, colours and sizes may change without notice. All sizes and measurements are nominal. Weights are approximate, shown for handling purposes only. Information is correct at time of going to press.

All goods are supplied in accordance with Millboard's Terms and Conditions of Supply available on our website.

TERMS AND CONDITIONS OF SUPPLY

The customer's attention is drawn in particular to the provisions of clause 9.

1 Interpretation

1.1 Definitions:

Business Day
a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions

the terms and conditions set out in this document as amended from time to time in accordance with clause 12.4.

Contract

the contract between Millboard and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer

the person or firm who purchases the Goods from Millboard.

Force Majeure Event

an event or circumstance beyond a party's reasonable control.

Goods

the goods (or any part of them) set out in the Order.

Millboard

The Millboard Company Limited (registered in England and Wales with company number 06061318).

Order

the Customer's order for the Goods, as set out in the Customer's purchase order, the Customer's written acceptance of Millboard's quotation, or as the case may be.

1.2 Interpretation:

1.2.1a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted.

A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 a reference to writing or written includes emails and faxes.

2 Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Customer may only place an Order if it is a business (i.e. a trade buyer). Millboard does not accept Orders from consumers but can direct consumers to retailers of Millboard products if required.

2.3 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.4 The Order shall only be deemed to be accepted when Millboard issues a written confirmation of the Order, at which point the Contract shall come into existence.

2.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.6 Any samples, drawings, illustrations or images contained in Millboard's brochures and/or on its website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.7 A quotation for the Goods given by Millboard shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

3 Goods

3.1 The Goods are described in Millboard's brochures and/or on its website.

3.2 The Customer shall indemnify Millboard against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Millboard in connection with any claim made against Millboard for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Millboard's use of any specification provided by the Customer. This clause 3.2 shall survive termination of the Contract.

3.3 Millboard reserves the right to amend the specification of the Goods, after accepting your Order, if required by any applicable statutory or regulatory requirements.

4 Delivery

4.1 Unless agreed otherwise in writing by both parties in advance, the Goods shall be delivered ex works (EXW) (Coventry, Incoterms 2010).

4.2 The Customer shall collect the Goods from Millboard's premises or at such other location as may be agreed between the parties (Delivery Location) within three Business Days of Millboard notifying the Customer that the Goods are ready for collection.

4.3 Where Millboard agrees to deliver the Goods to a Delivery Location other than Millboard's premises, the Customer shall be liable to pay all applicable charges for transport, packaging and insurance.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

4.5 If Millboard fails to deliver the Goods (or any instalment), its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Millboard shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Millboard with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to take delivery of the Goods within three Business Days of Millboard notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Millboard's failure to comply with its obligations under the Contract:

4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am (UK time) on the third Business Day after the day on which Millboard notified the Customer that the Goods were ready; and

4.6.2 Millboard shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If ten Business Days after the day on which Millboard notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Millboard may resell or otherwise dispose of part or all of the Goods.

4.8 Millboard may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 Quality

5.1 Millboard warrants that on delivery the Goods shall:

5.1.1 conform in all material respects with their description; and

5.1.2 be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to Millboard within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2 Millboard is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer (if asked to do so by Millboard) returns such Goods to Millboard's place of business at the Customer's cost. Millboard shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 Millboard shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer failed to follow Millboard's oral or written instructions as to the transportation, storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.3.3 the defect arises as a result of Millboard following any drawing, design or specification supplied by the Customer;

5.3.4 the Customer alters or repairs such Goods without the written consent of Millboard;

5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.3 Except as provided in this clause 5, or in another separate agreement, Millboard shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by Millboard.

6 Title and risk

6.1 The risk in the Goods shall pass to the Customer in accordance with the applicable Incoterm agreed between the parties (whether under clause 4.1 above or otherwise). If no Incoterm has been agreed between the parties, risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of when:

6.2.1 Millboard receives payment in full (in cash or cleared funds) for the Goods and any other goods that Millboard has supplied to the Customer in respect of which payment has become due; and

6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Millboard's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.4 notify Millboard immediately if it becomes subject to any of the events listed in clause 8.1;

6.3.5 give Millboard such information relating to the Goods as Millboard may require from time to time; and

6.3.6 not pledge or in any way charge by way of security for any indebtedness any of the Goods.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Millboard receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1 it does so as principal and not as Millboard's agent; and

6.4.2 title to the Goods shall pass from Millboard to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy Millboard may have:

6.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

6.5.2 Millboard may at any time:

(a) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6.6 If any of the Goods are used to create another product and those Goods cannot be easily separated from the new product without serious damage then Millboard's rights to those Goods and title in them will be extended and a registrable charge created over them.

7 Price and payment

7.1 The price of the Goods shall be the price as confirmed in Millboard's written acceptance of the Order, or, if no price is confirmed, the price set out in Millboard's published price list in force as at the date of delivery.

7.2 Millboard may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

7.2.1 any factor beyond Millboard's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or

7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Millboard adequate or accurate information or instructions.

7.3 The price of the Goods:

7.3.1 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Millboard at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.3.2 unless otherwise specified by Millboard (in its price list or otherwise), excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.4 Save for any express agreement to the contrary, Millboard may invoice the Customer for the Goods at any time on or after Millboard's acceptance of the Order.

7.5 Unless otherwise agreed by Millboard in writing in advance, the Customer shall pay the full price for the Goods in advance of Millboard making the Goods available for collection or delivery. Payment shall be made to the bank account nominated in writing by Millboard. Time of payment is of the essence. Receipts for payment will only be issued on request.

7.6 If the Customer fails to make any payment due to Millboard under the Contract by the due date for payment, Millboard may:

7.6.1 cancel the Contract forthwith; or

7.6.2 suspend further deliveries to the Customer; or

7.6.3 charge the Customer interest on the overdue amount at the maximum amount permitted under the Late Payments of Commercial Debts (Interest) Act 1998.

7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Millboard may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Millboard to the Customer.

8 Termination

8.1 Without limiting its other rights or remedies, Millboard may terminate this Contract with immediate effect by giving written notice to the Customer if:

8.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of the Customer being notified in writing to do so;

8.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

8.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

8.1.4 the Customer's financial position deteriorates to such an extent that in Millboard's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, Millboard may suspend provision of the Goods under the Contract or any other contract between the Customer and Millboard if the Customer becomes subject to any of the events listed in clause 8.1.1 to clause 8.1.4, or Millboard reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract or the due date for payment.

8.3 Without limiting its other rights or remedies, Millboard may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to Millboard all of Millboard's outstanding unpaid invoices and interest.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9 Limitation of liability

9.1 Nothing in these Conditions shall limit or exclude Millboard's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

9.1.2 fraud or fraudulent misrepresentation;

9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

9.1.4 defective products under the Consumer Protection Act 1987; or

9.1.5 any matter in respect of which it would be unlawful for Millboard to exclude or restrict liability.

9.2 Subject to clause 9.1:

9.2.1 Millboard shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

9.2.2 Millboard's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 120% of the price of the Goods.

10 Force majeure

Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Contract by giving 14 days' written notice to the affected party.

11 Returns made at our discretion

11.1 Millboard is not obliged to accept the return of any Goods in exchange for credit or refund, save as expressly set out in clause 5.2 above.

11.2 Customer service is, however, important to Millboard and Millboard may, from time to time, consider accepting the return of Goods in exchange for issuing a credit note to the Customer (Discretionary Return).

The following terms apply in respect of Discretionary Returns:

11.2.1 No returns will be accepted unless agreed by Millboard in writing in advance.

11.2.2 Millboard will not consider any request for a Discretionary Return if the relevant Goods were delivered more than 45 days prior to the date of the request.

11.2.3 If Millboard agrees to accept a Discretionary Return, Millboard will issue the Customer with Millboard's 'Returns Authorisation Note' which must be returned to Millboard along with the Goods.

11.2.4 All Discretionary Returns are subject to the Customer arranging for the return of the Goods to Millboard, at the Customer's cost. If agreed by both parties in advance, Millboard may collect the Goods from the Customer's premises, provided that the Customer pays the costs agreed in respect of such collection.

11.2.5 All Discretionary Returns processed by Millboard are subject to the Customer paying a handling charge. Unless otherwise specified by Millboard in advance, the handling charge will normally be 10% of the original purchase price of any Goods which are decking boards, fascias, or edging, and 25% of the original purchase price of all other Goods.

11.2.6 In respect of any Goods which are supplied in boxes containing multiple parts (for example fixings and pedestals), a credit note will only be issued if the Goods are returned in full box quantities and in their original packaging.

11.2.7 A credit note will only be issued if the Goods returned are unused and, in Millboard's opinion, in perfect condition and fit for resale.

12 General

12.1 Assignment and other dealings.

12.1.1 Millboard may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Millboard.

12.2 Confidentiality.

12.2.1 The Customer shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers, or products of Millboard.

12.3 Entire agreement.

12.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

12.5.1 waive that or any other right or remedy; nor

12.5.2 prevent or restrict the further exercise of that or any other right or remedy.

12.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.7 Notices.

12.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, in English, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid registered post (including airmail) or other next working day delivery service, or commercial courier, or email.

12.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.7.1; if sent by pre-paid registered post (including airmail) or other next working day delivery service, at 9.00 am (UK time) on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

12.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.8 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

12.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Live.
Life.
Outside.™

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