# Terms & Conditions

Effective 1st March 2020



- All prices guoted are valid for 30 days from date of guote. ►
- Increases in costs associated with shipping, transport, raw material rises, VAT or taxation will be notified at 30 days prior to implementation.
- Prices are quoted in GB £ including on stock charge.

## Terms of Payment

The seller shall invoice the buyer of the goods immediately after the order is confirmed. Payment is due before product dispatch. Time of payment is of the essence for this contract

## **Card Payments**

Card payments are subject to a 1.5% service charge

## Prices

All orders accepted subject to the conditions that prices charged will be those ruling at the time of dispatch

## **Freight Contribution**

Orders below the value of  $\pounds 295$  will be subject to a freight contribution of £45.

Deliveries to residential addresses will be subject to the following additional charges; (MOQ does not apply)

| England<br>London<br>Scotland and Wales | €60<br>€65<br>€75 |
|---|-------------------|
| ROI / Northern Ireland                  | EPOA              |
| Additional service surcharge:           | £50               |
| Saturday                                | 200               |
| Next Day                                | £15               |
| Timed Delivery                          | £20               |
| Single Packs                            | £20 (per pack)    |

## Cancellations

Cancellations, which must be confirmed in writing, can only be accepted prior to goods being dispatched. Special order items from third party suppliers must be canceled before shipping from the manufacturer. Please work closely with our operation's team to ensure all lead times are accurate.

#### Returns

When goods are returned solely on the account of customer error, we will only issue credit amounting to that obtained for the goods on resale less 15% handling charge. In cases where goods returned are seriously damaged in transit due to inadequate packing, credit for scrap value only can be accepted. Transport costs are applicable for the collection of the materials.

Please note we do not accept bespoke / special order items at all or discontinued lines. Returns of material (core stock lines) are expected within 30 days of invoice. Returns after 30 days are not accepted.

Items over 3 months old will not be entertained.

# UK Address

Unit F10, Tanfield Lea Business Centre Tanfield Lea, Stanley Co Durham DH9 9DB

# Complaints / Claims

Dealer prior to installation should inspect all goods, as claims resulting from visible defects cannot be entertained after the product has been fitted. Any complaint that arises on goods already fitted can only be considered once a dealer has inspected the installation and the Names submitted on request. We can accept no liability for consequential loss or damage not due to circumstances beyond our control or that of our suppliers.

## **Deliveries & Delivery Damage Claims**

Anticipated delivery dates are given in good faith and whilst every effort is made to ensure they are met this cannot be considered as the essence of any contract. Therefore on the rare occasion that a delay does occur we are not able to accept liability in the event of any corresponding claim.

In the event of a claim against a 3rd party service provider, we have 48hrs from proof of delivery to raise and document a valid claim. We need the following documents to qualify a claim;

A completed B2B Claim Request Form

2 A signed P.O.D clearly identifying the issue. 3 Photographic evidence showing the issue.

All claim enquiries must be dealt with by our Operations Department. Please Note: A claim is not valid if the P.O.D is signed and no damage has been logged.

## Passing of property

All goods are at the risk of the customer as soon as they are delivered or collected, but the property and ownership of the goods will not pass until the payment in full, of all outstanding invoices, has been received by the Company.

### Size Tolerances

Whilst every effort is made to manufacture the Correct size, slight machining variations are unavoidable and a tolerance of plus or minus 1.50 % should be allowed.

### On Site Inspections

In the event of instructing an independent inspection, a minimum charge of £100 +VAT will be applied.

#### **Specifications**

Operating a policy of continuous improvement, we reserve the right to modify material construction and specifications without notice.

# Insolvency of Buyer

This clause applies if;

- The Buyer makes any voluntary 1 arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for purposes of amalgamation or reconstruction); or
- An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buver: or
- З. the Buyer ceases, or threatens to cease, to carry on business; or
- 4 The Seller reasonably apprehends that of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

At all times until full payment has been made the supplier holds the full title of the goods and at anytime at the buyers cost can collect all such items where payment has not been fully made within those displayed here under 'Terms of Payment'

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