

STANDARD TERMS AND CONDITIONS OF SALE

All business with the company shall be subject to the following conditions;

Definitions:

- 1. The Company means "Gwynedd Garden Buildings Ltd".
- 2. The Customer means "the person named on the order or agent, or person acting on behalf of named person"
- 3. The goods means "any item/s, or any written description on the order

Payment

- (1) All invoices must be paid prior or at the time of delivery in full.
- (2) All goods shall remain the property of the Company until paid for in full.
- (3) Interest shall be charged at a rate of 4% over the base rate of the HSBC bank. On overdue accounts.

Cancellation

The Customer reserves the right to cancel the goods at any time giving the Company written notice, but in such circumstances a fair and reasonable price shall be paid for all work in progress at the time of the cancellation.

Deliveries

- (1) Deliveries shall only be made over good hard practical roads suitable for the vehicle used;
- (2) After unloading the customer at their own expense shall be responsible for stacking, storing and protection of all goods and for any carriage necessary;
- (3) Whilst the Company will use it's best efforts to make prompt deliveries it accepts no responsibility arising from delayed delivery unless an undertaking for delivery on, or before specific date is made in writing by the Company;
- (4) No claim for damage or discrepancy can be considered unless a claim is made in writing to the Company within seven days of receipt of the goods;
- (5) Any faulty or damaged goods will be repaired or replaced at the discretion of the Company.
- (6) The Company's drivers are instructed on no account to allow their vehicles to leave the public highway or other hard standing for the purpose of unloading goods.
- (7) Any delivery time given is only an estimate and there is no guarantee whether written, verbally, expressed or implied. Any delay shall not render the Company liable to any claim for damages either directly or indirectly.
- (8) The Company shall not be liable for any shortage in quantity delivered nor for any defect in quality delivered nor for any defect in quality of the goods unless notified in writing of a claim within five working days of delivery.

Assembling

If the building is to be assembled by the company and the base, slabs, gravel, timber or any other type of sub-base prepared by the customer or any third party is not suitable in the opinion of our fitters the building must be paid for in full less the fitting charge at time of delivery by cash or credit card/bank card, CHEQUE'S NOT ACCEPTED . If the customer wishes us to return to assemble the building there will be a sur-charge of £20.00 including V.A.T. plus the original fitting charge.

Base

Any base provided by the customer or third party shall be the responsibility of the customer to ensure the base is flat, level, stable and the correct size for the building being purchased any subsequent movement, subsidence or settlement shall be the sole responsibility of the customer before or after the building has been assembled.

Laws

The customer shall ensure that the use to which the Company's products are to be put, does not contravene any local or national laws, bye-laws or regulations or planning consents for the time being in force and will indemnify the Company against any such contravention.

Goods are not tested or sold as fit for any particular purpose and the Company's liability in respect of claims arising from the natural failure of any of the goods shall in all cases be not more than the invoice cost.

The Company reserves the right to withdraw all offers and quotations at anytime and any offers or quotations not taken up within 30 days shall lapse unless the Company shall agree to their remaining open for acceptance.

Property and Risk

- (1) The risk in goods shall pass to the customer.
 - (i) Where the Company delivers goods or causes goods to be delivered, then as from their arrival at the point where they are to be unloaded.
 - (ii) Where the customer collects goods or causes goods to be collected, then as from the point where they are collected. When goods are loaded on to vehicle/s loading shall be the responsibility of and at the risk of the customer.
- (2) Notwithstanding the foregoing until payment in full is received the legal and beneficial ownership in the goods, shall remain with the Company, and until then goods may be removed by the Company or its agent at any time.
- (3) The customer in entering into a contract with the Company is deemed to have given his/her irrevocable authority to the Company or its agents to enter the customer's property controlled by the customer for the purpose of removing goods.

Force Majeure

The Company shall not be liable for any loss or damage caused by non-performance or by delay in the performance of any of its obligations to the customer due to act of Gods, war, civil disturbance, government actions, strike, lock-out or trade dispute (whether involving its own employees or those of any other person/company), difficulties in obtaining materials, breakdown in machinery, fire accident or any other causes whatsoever beyond the control of the Company. Should any such event occur the Company reserves the right to cancel or suspend the contract with the customer without incurring any liability for any loss or damage thereby caused.

Customer' Designs and Specifications

- (1) Where materials or goods are supplied to the customer's own designs or specifications no warranty or guarantee is given or implied as to their suitability for the purposes for which they are to be used and no liability is accepted for failure of or error in such designs or specifications.
- (2) Where the Company has had materials manufactured to the customer's order in reliance on the customer's designs, specifications or measurements, the customer shall be liable for the full price of such materials notwithstanding that they are no longer required following any alteration in such designs and/or specifications and for the full cost of any alterations rendered necessary and/or materials wasted through the inaccuracy of variation of such designs specifications or measurements.

Variations in Finish

- (1) Claims for defects as to size, colour, or texture will not be considered if made after installation.
- (2) All dimensions quoted are nominal and minor variations can occur. Notwithstanding the foregoing, no warranty of any nature is made by the Company as to match of any colours.
- (3) Wood is a natural product and is therefore prone to changes in appearance, including some warping, splitting and shrinkage, particularly in extreme temperatures. As a natural occurrence this is not covered by a guarantee.
- (4) All goods are sold unless otherwise stated at prices ruling at date of despatch.
- (5) All goods are sold exclusive of V.A.T., which will be charged at the rate ruling at date of invoice.
- (6) The Company recommends that all goods be retreated with a suitable wood preserver, within one week after delivery, or collection, failing to do so COULD VOID THE GUARANTEE.

Guarantee

All building carry a 12 months guarantee against faulty workmen-ship or materials, excluding the felt whether fitted by the company, your-self or any 3rd party this Includes felt being blown off or damaged by storm / severe weather, rippling/bubbles in the felt is caused by changes in temperature this is not a fault and not covered by the guarantee.
All tongue and groove buildings carry a 15-year guarantee against rot, Budget ranges carry a 5-year guarantee against rot, subject to the building being re-treated annually with a suitable wood preserver
The first coat of treatment must be applied within one week of the building being erected, if the building is to be stored out doors unassembled then it should be covered by a suitable covering i.e. plastic sheet or similar.
These conditions do not affect your statutory rights.