

TREECRAFT WOODWORK LTD

Terms and Conditions:

This document details the following conditions of sale in which Treecraft Woodwork Ltd. is referred to as "the Company".

1. Validity of quotation.

No order received from a customer by the Company shall constitute a contract unless the customer has signed the order form.

2. Prices.

Prices quoted by the Company are firm for 60 days only or until previously withdrawn. Unless otherwise stated, all prices are exclusive of any applicable value added tax, for which the customer shall be additionally liable to the Company.

3. Delivery.

Delivery periods and dates are given in good faith, but are not subject of any warranty or condition, and time shall not be of the essence of the contract in these respects. No liability will attach to the Company if delivery periods or dates are not met for any reason whatsoever.

4. Payment.

Orders for customer's without an account are accepted only if a 25% deposit is paid with the order and the balance at uplift/delivery. Accounts are opened subject to approval of references and unless otherwise agreed by the Company, payment is due 30 days from date of invoice. If payment is not made within these payment terms, the customer shall pay the Company interest at the rate of 4% per annum above the base rate of Bank of Scotland from the due date for payment until the date of actual payment. Payment can be made by cheque, BACS, Debit or Credit Card (Credit Cards incur an additional fee of 2%)

5. Warranty.

The Company warrants that all goods supplied by it will correspond to their specification and will be free of defects in materials or workmanship for a period of 5 years from the date of delivery. The Company's obligation in the event of a breach of this warranty is limited to the repair or replacement of any defective goods which will be returned to the Company by the customer. This warranty is given in lieu of all other warranties or conditions expressed or implied (whether by statute or otherwise) and is subject to the following conditions:

5.1 Claims must be notified in writing to the Company within seven days from the date of delivery or (where the defect is not apparent on reasonable inspection) as soon as practicable after discovery of the defect.

5.2 The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.

5.3 The Company shall be under no liability if the defect or failure, in the reasonable opinion of the Company, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow the Company's instructions, or alteration or repair of the goods without the Company's prior approval.

5.4 The Company shall be under no liability due to normal shrinkage on internal or external timber products or finishings' Good site practise with regard to conditioning is the customers responsibility.

5.6 The Company shall be under no liability if the timber components have not been properly maintained by the customer or any third party.

5.7 The Company shall be under no liability if the price for the goods has not been paid by the due date for payment

5.8 The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the customer shall be entitled only to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company (Glass units and moving parts are guaranteed for 5 years)

5.9 The natural colour of timber will vary within the same species, therefore absolute colour matching is not possible unless an opaque finish is applied.

5.10 Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

5.11 The warranty is NOT transferrable.

6 Carraige

Any additional packaging, carriage and insurance charges in respect of delivery of the goods to the customer will be charged to the customer at cost to the Company

7 Risk and Title

Risk shall pass to the customer so that the customer is responsible for all loss, damage or deterioration to the goods at the time when goods either leave the Company premises if being collected, or when arriving on site if the Company delivers. Title in the goods or any part thereof shall pass to the customer when payment in full has been made or when the Company serves written notice upon the customer specifying that the title in Goods has passed. The customer shall permit and assist any officer, employee, representative or agent of the Company to repossess any unpaid goods.

8 Force Majeure

The Company shall not be liable to the customer, or be deemed to be in breach of any contract with the customer by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to force majeure or to any other cause beyond the Company's reasonable control.

9 Insolvency of customer

If the customer, being a body corporate, shall pass a resolution or suffer an order of the Court to be made for winding-up, or if a receiver, administrator or administrative receiver shall be appointed or, being an individual or partnership, shall suspend payment, propose or enter into any composition or arrangement with his or their creditors, or have a bankruptcy order made against him or them, then the Company shall have the right, without prejudice to any other contract with the customer, not to proceed further with the contract, and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the customer, such charge to be an immediate debt due from the customer.

10 Applicable Law

These conditions shall be governed by and construed in accordance with Scottish Law and the parties acknowledge and accept the exclusive jurisdiction of the Scottish Courts.

11 Conditions Applicable

These conditions shall apply to all contracts for the sale of goods by the Company to a customer to the exclusion of all other terms and conditions which a customer may purport to apply under any purchase order, confirmation of order or similar document and all orders for goods shall be deemed to be an offer by the customer to purchase goods subject to these conditions.