

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Prices quoted by the Company are firm for 30 days only or until previously withdrawn.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 contact 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 customers without an account are accepted only once a 25% deposit is received, with the balance due prior to uplift/delivery.

Accounts are opened subject to approval of references and credit checks. 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 made solely at our discretion.

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:

- 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.
- The warranty is NOT transferrable.
- The company reserves the right to charge for any site visit if upon inspection the item is defective due to incorrect adjustment or poor installation or maintenance.
- Accoya products are covered by their own manufacturers guarantee, details can be found on our website or by contacting us.

Warranty exclusions.

- Any visible defect not reported before fitting.
- Any defect or failure of the goods arising from any drawing, design or specification supplied by the customer.
- Any defect or failure, in the reasonable opinion of the Company, arising 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.
- Normal shrinkage or swelling of internal or external timber products.

Good site practise with regard to conditioning is the customers responsibility.

- Any items have not been properly maintained by the customer or any third party. A copy of our maintenance instructions can be found on our website or requested by email.
- Any goods that have not been paid in full.
- 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.
- Re-decoration or installation cost of any replacement supplied.
- Any electrical components will be covered for 12 months.
- Door threshold seals can be subject to excessive wear depending on use. Warranty replacements are supply only, for a period of 12 months.
- Costs associated with any access or lifting equipment should it be required to carry out any warranty work or inspection on site.
- Variation of the colour or grain of clear or stained timber.
- Naturally occurring shakes in the timber.
- 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.
- Over time doors will settle and may require occasional adjustment to ensure the correct operation. This will remain the responsibility of the customer and is excluded from the warranty.
- Glass units are fitted in accordance to GGF datasheet 4.1. Visual effects on the glass will only be replaced if they fail to meet these criteria.
- Large Units over 2.5m² are subject to a lower visual grading due to their size.
- Units will only be replaced if they show condensation inside the unit. Condensation on the external face may occur on high performance units. Condensation may occur on the inside due to poor ventilation.
- Fitting costs associated with replacement of Low sight-line Heritage or Histoglass type units, as used in listed buildings.

6 Carriage

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

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.