

FAIRFORD ROOF TILES LTD.

STANDARD TERMS AND CONDITIONS OF SALE

The following are binding terms and conditions attaching to the acceptance of any order placed with Fairford Roof Tiles Ltd (hereby known and referred to as THE COMPANY) of any orders placed by any other organisation / company / or individual (hereby known and referred to as THE PURCHASER) for any sales by the THE COMPANY to THE PURCHASER of any goods, products or services (hereby known and referred to as THE PRODUCT) which the company offers for sale. The product being ready for collection or delivery will be defined as (DELIVERY) throughout this document.

These terms shall override any terms and conditions, which the purchaser might seek to impose on the company unless otherwise agreed in writing by a Director of the Company. A contract is

formed and constituted by the company's acceptance of the purchasers order.

CONTRACT – A contract between the company and the purchaser is binding on both parties. The company agrees to manufacture the purchasers products to the specification and to the time scales agreed, the purchaser agrees to accept and pay the company on the company's terms and conditions as set out on this document

for the products

manufactured

by the company for the purchaser and thereafter its delivery as agreed. You do however, have a 14 day cooling off period to cancel the contract from when the contract starts as long as no product or service has been started within this time scale. Once the contract has been started or confirmed either verbally, in writing or in form of a payment either by a deposit, retainer, stage payment or full payment a contract has started and you forfeit the right to a refund either in part or in full as set out in this document.

DEPOSITS – Every job or roof is different, this means that every job is individual and unique, this could mean many different aspects to the product, from quantities crated "specific to every job", the colour range of the products or the size of the product the purchaser requires just to name a few, for this reason a deposit will be taken by the company by any new purchaser and on any jobs that the company deem a deposit is required, Any deposit paid by the purchaser to the company can be paid back in full **only** if the product has **not** been put into production, no office work has been put into the set up of the product and no other work has been turned down or cancelled to ensure the purchasers product is to be completed on time. Once the purchaser pays a deposit this forms a binding contract with the company and binds us to manufacture their product on the time scales agreed and turn down any other orders to complete the purchasers product on the time scales agreed. If the purchaser cancels their order after any of the above or the 14 day cooling off period has expired the deposit is forfeit and will be used to cover the costs incurred with the purchasers order.

PRICES – All prices accepted are firm and in the currency of the company as quoted and are not subject to change if goods are not delivered by the offered delivery date or if the delivery has been delayed by inclement weather, acts of god, strike, riot, war, embargo, lockout, trade dispute, fire, breakdown, interruption of transport, government action, mutual agreement between company and purchaser or if delivery has been delayed by reasons on the side of the company unless imposed otherwise on the company's written acceptance order. Under no circumstances can any monies be held back by the purchaser for any reason unless the company has pre-authorised this in writing.

DELIVERY / COLLECTION – All delivery dates given by the company in acceptance of any order are given in good faith as being accurate at the time of acceptance but are not guaranteed. The company following any lateness in delivery will accept no penalties, nor will the company following any lateness in delivery of goods accept a withholding of payment or part of payment by the purchaser. All delivery dates given in offers or acceptance of order shall be the date at which the goods are expected to be available for collection by the purchaser at the company's factory of manufacture. If we are guided or requested to enter upon private property and damage should occur as a result of this no liability will be accepted by Fairford Roof Tiles Ltd.

PAYMENT – All payments either by means of a deposit, stage payment, retainer or full payment are subject to this terms and conditions of sale. Payment for products shall be made by the purchaser to the company strictly according to the terms of payment specified on the company's acceptance of order, proforma or invoice. No discount commission or penalties shall

be attached to the payment without the company's specific agreement in writing before the goods leave the company's premises. Payments when due from the purchaser shall be made to the company's office address within the stated time scales as set out in the acceptance order. Late payments will incur extra cost in way of penalty and lost interest and charged at the recommended rates of the land where the company is based. Any costs involved in the storage or holding back of the purchasers products as requested by the purchaser once the products are completed "as long as they are completed on the time scales agreed for delivery" can and will be charged for as a storage fee and these costs will be passed onto the purchaser as set out in our storage policy below.

STORAGE OF PRODUCTS – Any storage of products that involves the company storing or holding the product 30 days after the original agreed delivery date can and will incur storage costs. These cost will be reflective on the product quantity, the area needed for the storage, the time they are stored for and for any work involved with the movement of the product to maintain the daily working of the company. These costs will be worked out and passed onto the purchaser.

OFFSETS AND COUNTERCLAIMS – The purchaser shall not seek to issue debit notes or counter invoices for any alleged deficiency or shortage without the company's express agreement in writing.

LTD COMPANY WAIVER – Without prejudice, the purchaser if a ltd type company is agreeing,

signing and accepting this terms and conditions knowing if they should default on payment, goes insolvent either by choice or petitioned waive all rights to the laws that apply to that type of ltd company and the signed director on the agreement plus any other signatory will be totally liable for the shortfall in money and the legal costs which will be incurred in pursuance of the outstanding debt to this company. This waiver only comes into effect if this was to happen.

RESALE OF GOODS – The Company cannot and will not be held responsible for the products or service that a purchaser sells or passes on. The company's terms and conditions only apply to the original sale from the company to the original purchaser. It is the responsibility of the purchaser to issue their own terms and conditions to their new purchaser. All rights and responsibilities from the resale of goods become that of the original purchaser and in no way does the company accept or take responsibility for the terms and conditions that the purchaser puts on their terms and conditions and as such any situation where penalties or negligence may apply will be the sole responsibility of the original purchaser. No legal penalties or proceedings of any sort will be accepted by the company.

CANCELLATION OF ORDERS – You do have a 14 day cooling off period in which you may cancel the order, if however, any product or service offered by the company has started or been put into production this 14 day cooling off period period is null and void. After the 14 day cooling off period no verbal, written or emailed confirmed order placed by the purchaser may be cancelled without written consent from the company. All deposits paid to the company or costs involved in the purchasers order to engage us to manufacture the purchasers order are non-refundable and therefore cancellation will result in the loss of any deposit or monies already paid to the company upon the date of cancellation.

FITNESS OF GOODS FOR PURPOSE – Before a contract is established between the purchaser and the company the purchaser shall satisfy themselves from the information given to them by the company, and by checks for suitability and acceptability that the purchaser has made, that the goods to be supplied are entirely suitable and acceptable for the purpose required by the purchaser. After a contract is established no consideration will be given to claims by the purchaser concerning any alleged unsuitability or acceptability of goods supplied.

RISK ASSESSMENTS – Risk assessments should be carried out prior to delivery to ensure that there is no risk to the product or employees of the company or purchaser or anybody connected to the company or delivery of the product. Suitability for stacking and storage needs will also need to be checked prior to delivery, any concerns need to be put in writing by the purchaser to the company before delivery and these to be addressed and agreed accordingly in writing. Any cost incurred where the company are unable to deliver is the sole responsibility of the purchaser and the purchaser will be liable and invoiced for these.

DISPOSAL – This is the sole responsibility of the purchaser, should there be any waste materials left at completion of the job it is the purchasers responsibility to dispose of these, the company will not be held responsible for the clearing of the site nor the disposal of any products that are left unless there is a written agreement between the company and the purchaser.

LIABILITY – Liability for products becomes the responsibility of the hauler or purchaser once it

has left the company premises, depending on whose care it is in, the company will not be held responsible for any breakages or damages once it has left the company premises.

SITE HANDLING – Once the product reaches the site where it is to be delivered, every care should be taken on the handling, unloading and moving of the product, misuse or careless use of forklifts or any other means that result in the product or crates being damaged is the responsibility of the purchaser and they will be charged for any damage that occurs or charged for any extra products that is needed to replace the broken products. This does include any-and-all delivery expenses and any-and-all forms of charge that may be incurred because of this.

FIXING OF THE PRODUCT – Fixing of the product should be done by a qualified roofing company / person and fixed in accordance as stated in the technical information as set out by the company. The company cannot and will not be responsible or liable for the product should it not be fitted correctly as specified by the company. The company will not be answerable to any legal proceedings if the workmanship of the laying is not correct or acceptable. Nor will the company be liable for any damage that may occur because of this.

COMPLAINTS AFTER DELIVERY – Complaints regarding any service provided by the company may be made at any time. Complaints about products received in damaged condition due to transport should be made to the carrier concerned within 7 days of receipt with a copy sent to the company. Any other complaints regarding any product or service provided by the company should be made by calling +44 (0)1285 712169 (UK) or by email to

customerservices@fairfordrooftiles.co.uk

All complaints should be addressed in the first instance to the customer services department.

DISPUTES – In the event of a disagreement between the purchaser and company the matter will be settled according to the law of the land from which the products were dispatched and will be held at a court in the district of the company's registered office. This does take into account the waiver as stated in the agreement. All costs incurred in pursuance or defence of this can and will become the liability of the purchaser and added to the purchasers account to be settled in full.