



Trade Stair Parts

Quality Timber Stair Parts At Trade Prices

TERMS AND CONDITIONS OF SALE

Delivery

WE AIM TO DESPATCH YOUR ORDER WITHIN 5 - 15 WORKING DAYS.

All despatch and delivery timescales are estimated. Trade Stair Parts Ltd will try its very best to meet the estimated dates but shall not be responsible for the failure to deliver ordered products on quoted dates. Trade Stair Parts Ltd will confirm with you by phone or email if your products cannot be delivered within 30 days of receiving payment from you. You will have the opportunity to either wait for the products or cancel your order. If you choose to cancel your order you will be given a full refund.

Trade Stair Parts Ltd recommends that you do not book fitters or tradesmen until your goods have arrived and have been checked by you. Trade Stair Parts Ltd cannot be held responsible for any third-party charges incurred due to non-delivery of any goods, or goods that have not been checked and signed by you on delivery.

All orders will be delivered to a single address. When ordering using a credit or debit card for the first time, your order will need to be delivered to the cardholder's address. Subsequent orders can be made to an alternative address by arrangement.

Carriage charges are applied by weight.

Orders may only be placed by person's aged 18 or over. Trade Stair Parts Ltd reserves the right to refuse to process an order without explanation.

When ordering from Trade Stair Parts Ltd the company will endeavour to make one single delivery to your address to minimise any inconvenience. When your order contains a mix of products with different delivery lead times, the longest lead-time will apply to the whole order.

Any date named by the seller for despatch or delivery is given and intended as an estimate only and is not to be of essence of the contract. The Buyer shall never the less be bound to accept the goods ordered when available. The Seller shall not be liable in any way in respect of late despatch or delivery however caused or shall such failure to despatch be deemed to be a breach of contract. Where drawings specifications instructions and materials are to be supplied the Buyer shall supply the same in reasonable time to enable the Seller to despatch within the period named. Unless otherwise stated goods are sold ex works carriage will be charged by road or rail transport at carriage rate. The Buyer shall sign for goods delivered by carrier from the Seller no goods will be left without being signed for if goods are re delivered because no signature could be obtained a re delivery surcharge will apply.

Acceptance of Orders and Expiry Date

Orders are accepted only upon and subject to the Sellers Conditions of Sale as printed herein. Unless expressly accepted in writing any qualification of these conditions by the

buyer in any written or printed document or otherwise shall be inapplicable. Unless previously withdrawn Sellers quotation expires twenty-one days after the date thereof. No binding contract shall be created by the acceptance on the part of the Buyer of a quotation or offer made by the seller until notice of the acceptance of the order in writing shall have been given by the seller.

Prices

Orders are accepted on condition that goods will be invoiced at the prices ruling at the date of despatch. The Seller reserves the right to alter prices without notice to cover variations in the cost of raw material labour etc. or through the Buyer's change of design or for any other reason. If variation in cost, price shall be adjusted accordingly.

Terms of Business

Our terms are strictly net cash unless otherwise stated, seven, fourteen or thirty day credit terms are available for account holders only and are at the sellers discretion and the Seller reserves the right to charge interest at Bank Rate plus 2% on all overdue accounts, the Seller also reserves the right to ask for full payment on collection or delivery of goods. A credit application can be obtained on line through our web site.

Warranties

Whilst the Seller will endeavour to execute orders in accordance therewith all conditions guarantees or warranties including guarantees or warranties as to quality or description of the goods or their life or wear or their use under any conditions whether known or made known to the Seller or not and whether expressed or implied by statute or common law are hereby excluded. Whilst the utmost care is taken to ensure the accuracy of the information and data furnished to customers the sale of the goods produced by the Seller is subject to the condition that the Seller will not in any circumstances be liable for injuries losses expenses or damage direct or indirect of consequential sustained by the Buyer which may in any degree be attributable to the adoption either by the Buyer or any third party of technical information data or advice given by or on behalf of the Seller in relation to the uses of its goods.

Force Majeure

Should delivery of any goods sold be prevented or delayed by happenings or occurrences due to " force majeure" or by reason of mobilisation hostilities acts of Queens enemies or war (whether declared or not) Government action department instructions or act of God riots combination of workmen lockouts strikes or disturbances whether taking place want of raw materials or fuel in consequence of non-delivery or any other causes want or railway trucks accidents fire flood blocking of or accidents to shipping or railway lines failure of steamers to sail at advertised time reduction or stoppage of output at the works when the goods are being manufactured though fire heat frost holidays breakdowns of or accidents to machinery or any other causes or any circumstances whatever beyond the Sellers control the Seller reserves the right to cancel or suspend deliveries. In any event the Seller shall not be liable in any way for loss or damage arising directly or indirectly through or in consequence of such events or happenings.

Shortages Damage and / or Loss in Transit

No claim for non-delivery of part of a consignment or for damage in transit corrosion shortage of delivery deviation delay or detention will be entertained unless a separate notice in writing is given to the carrier concerned and to the Seller within 3 days and a complete claim in writing is made to the Seller within five days of receipt of the goods. In the case of non-delivery of a whole consignment notice in writing must be given to the carrier concerned and to the Seller within ten days and a complete claim in writing made within a further ten days of the date of despatch. Where goods are accepted without being checked the delivery book of the carrier concerned must be signed "not examined". The goods in respect of which

any such claim is made shall be preserved intact as delivered for a period of fourteen days from notification of the claim within which time the Seller and the carrier shall have the right to attend at the Buyer's works to investigate the complaint. Any breach of this condition shall disentitle the Buyer to any allowance in respect of the claim.

Tests and Inspection

Unless otherwise agreed all testing and inspection specified by the Buyer or implied by the order or customary to the Seller's practice shall be at the Seller's works and shall be final.

Defective Goods

Goods represented by the Buyer to be defective or not to conform to contract and returned to and accepted by the Seller at such will be replaced as originally ordered if required and practicable or will be credited but shall not form the subject of any claim for work done by the Buyer transport costs consequential damage or expenses loss of profit on or any claim rising through re-sale or any other loss damage or expense whatsoever or howsoever incurred. No claim in respect of defective goods will be valid unless made and alleged defective goods returned within ninety days of the date of despatch of the goods nor will such claim be accepted as a reason for cancellation of the remainder of the order.

Refunds and Exchange Policy

In accordance with the Consumer Contracts Regulations, you are entitled to cancel your order at any time from the moment you place your order until the end of 14 working days from the day after receiving your goods. It is the buyer's responsibility to contact the seller and return the products unopened within 14 days of cancellation. For the exchange of damaged goods; the buyer must contact the seller within 24 hours of delivery. The seller will make every effort to replace the damaged item within 3 working days of receiving the return.

Infringement of Patents Registered Designs or Copyright

The Buyer shall indemnify the Seller against all damages penalties costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's specification which involves infringement of a patent registered design or copyright.

Buyer's Bankruptcy

If the Buyer shall make default in or commit any breach of any of his obligation to the Seller or if any distress or execution shall be levied upon the Buyer or if the Buyer shall offer to make any arrangement with creditors or commit any act of Bankruptcy or if any petition in Bankruptcy shall be presented against him or if the Buyer is a limited company any resolution or petition to wind up such company's business (other than for the purposes of any amalgamation or reconstruction which becomes effective) shall be passed or presented to the Seller shall have the right forthwith to determine by written notice posted to the Buyer any contract then subsisting without prejudice to any claim or right the Seller might otherwise make or exercise.

Default in Payment

Should default be made by the Buyer in paying any sum due under any contract as and when it becomes due or should the Buyer be in breach in any respect of the contract entered into the Seller shall have the right with or without notice in the discretion of the Seller either to suspend all further deliveries until the default be made good or to determine any contract then subsisting so far as any further goods remain to be delivered without prejudice to any claim or right the Seller might make or otherwise exercise.

Arbitration and Lex Loci

The construction validity and performance of this contract shall be governed by the law of England and any question dispute or difference which may arise under out of or in

connection with or on relation to this order or contract or touching the meaning and construction of the same shall be referred to the arbitration of a person to be appointed failing agreement of the parties by the President for the time being of the Law Society of England and the decision of such arbitrator shall be binding on both parties and shall be a submission to arbitration within the meaning of the Arbitration Act 1950 or any re-enactment or statutory modification thereof for the time being in force.

Goods are not tested or sold as fit for any particular purpose. No representation, term, warranties and conditions are hereby excluded and extinguished. Our liability for goods found to be defective is confined to free replacement and no claim for consequent damages will be entertained.

Title Retention

The ownership of goods supplied in accordance with this contract will only pass to the Buyer when all monies owed to the Seller on any legal grounds but in particular in respect of the goods comprised in this contract and all other goods the subject of any other contract between the Seller and the Buyer which at the time of the payment of the full price of the goods sold under this contract have been delivered to the Buyer but not paid for in full; have been paid to the Seller; until that time all goods described above will remain the Seller's property.

Recovery of Possession

If the Buyer fails to pay any invoice in respect of any goods supplied by the Seller the Seller shall have the right to repossess all goods supplied by the Seller to the Buyer at any time, whether they have been paid for or not; to take possession of and sell any goods into which the goods supplied by the Seller have been incorporated; and the Buyer for itself its administrators receivers managers liquidators or trustees in bankruptcy grant to the Seller an irrevocable licence to enter its premises for the purpose of such repossession or possession.

Insurance Proceeds

The Buyer irrevocably assigns to the Seller the proceeds of any insurance claim made by the Buyer in respect of any goods supplied by the Seller which had not been paid for in full at the time the claim was made.