

- 1) **Quotations** are valid for a period of 3 months from issue. After receipt of firm order, prices are guaranteed as fixed for 3 months.
- 2) **Clerical Errors** whether verbal or in writing are subject to correction if necessary.
- 3) A; **Terms of Payment** are an initial payment 25% of total purchase price payable within 10 days of receipt of our written order confirmation to you in order to secure the order with the agreed delivery dates. If initial payment is not received in this period then the supply date will be reviewed in line with the prevailing order lead time at the time payment is received. The signed return of an order confirmation is taken as your agreeing to our full terms and conditions of sale. The complete balance is due immediately on completion when an invoice will be provided, often by our erection team. Further invoicing may be needed to cover work or variations to original order incurred at the time including return visit charges and these invoices are also due for settlement by return.
 - B; **Other payment terms** may be agreed in individual circumstances and will be confirmed in our written order confirmation.
 - C; We will charge interest at 2.5% per month (or part thereof) for late accounts, from the invoice due date until cleared funds arrive in our account. Charges incurred in pursuance of late accounts will also be recoverable from the customer.
 - D; **Ownership** of the building remains with us until such times as full and final payment is made. If re-sold or transferred, we shall be entitled to the proceeds of the re-sale and also any shortfall in price shall be claimable.
 - E; Where **elevation drawings** or other general **technical data** is required, we will charge a fee which is payable against invoice which will accompany the information. This fee will be refunded to the customer against the final invoice when the building is supplied. Where information such as Structural Design Certification is required from Third Parties then the fees for this are payable against invoice and are non refundable.
- 4) The customer shall grant us **right of access** to re-enter their premises solely in order to remove the building in the case of non payment. This right cannot be revoked until payment is received in full.
- 5) A; All **civil works**, ground works, brickwork or fixings are entirely the responsibility of the customer and must be prepared to the minimum standards shown in the plans provided.
 - B; All bases (whether concrete or earth/stone) must be level and civil works / bricklines laid to the **required standard**. If in our erectors' opinion it does not meet the standard or is outwith the dimensional tolerances specified, we reserve the right not to erect the building. We will then be entitled to charge for the lost time, travel costs and labour to travel and re-erect the building at a later date. Indicative charges are available on request. If you choose to erect the building yourself, no reduction in the price is allowable. Alternatively, with your agreement, we may erect the building having pointed out clearly the discrepancy but any subsequent problems caused by this shall not be our responsibility.
- 6) **Delivery Dates** are given as accurately as possible. A contracted delivery period is only agreed upon receipt of your written order and initial payment. However we reserve the right to extend or alter the dates for reasons of strike, breakdown, illness or climate without penalty. If a customer has to delay us for any reason then any previously agreed dates no longer apply. We will use best efforts to meet the requested revised delivery date but orders may have to be delayed to the lead time prevailing at that point in time. Our Customer Charter offer to reduce final invoices where delay occurs is solely a goodwill gesture and is made without prejudice or admission of liability. No financial claims resulting from delay can be considered by us.
- 7) **Access** to the site must be clear and unrestricted with a minimum width of 3.0m (10'). Due to weight restrictions we are limited to a carry distance of 15m (50') if further than this or if access is impossible due to ground conditions or health and safety reasons, it is your responsibility to arrange for a tractor/trailer OR sufficient additional labour to assist us in getting to erection site.
- 8) **Electrical supply** should be within a reasonable distance, typically 30m (100'). If unavailable, you must advise us so we can arrange for a portable generator which will be chargeable on the final account. If you provide a generator it must have be a minimum 2.2Kva.
- 9) Most **waste materials** will be left on site in one location for use or disposal by the customer as required as offcuts cannot be transported safely. We insist that the area be swept before occupation as no responsibility can be taken for injury due to dropped nails, screws and similar.
- 10) **Improvements** and alterations to the design and specification may be made at any stage by us as a result of our policy of continually upgrading our products.
- 11) **Dimensions** of timber are shown as nominal (i.e. before planing) in sizes as we are invoiced by our suppliers. The actual size is shown in the technical specifications and on written order confirmations. Similarly buildings are described in imperial measures for ease of understanding but actual sizes supplied will be as per drawings issued with orders and quotations.
- 12) **Timber** is a natural product as whilst we purchase materials of high quality suitable for the job and inspect at the time of manufacture, we cannot be held responsible for cracking, warping, shrinkage or similar problems beyond our initial guarantee period (section 13). Timber is subject to seasonal movement which include penetration of water vapour at certain times of year. Our aftercare advice must be followed to restrict any problems in this regard and our guarantees are subject to correct care and maintenance being undertaken.
- 13) We **guarantee** to repair or replace (as we see fit) any component or product which fails to perform as may reasonably be expected, unconditionally for a period of 1 year from supply, (subject to allowance for wear and tear and appropriate maintenance being carried out). We undertake for a period of 10 years to guarantee the structure against failure due to bad workmanship. All pressure treated components are guaranteed against rot and decay for 15 years and the Onduline and other roofing systems are covered by the manufacturers own guarantees.
- 14) Where **wind or other climate conditions** exceed the normal levels expected for the area in any season, we cannot be held responsible for damage caused to the buildings. In addition where the building is not bolted to a concrete base (typically field shelters) then the Company cannot guarantee the integrity of the structure at all. It is your responsibility to take appropriate steps which reflect your local circumstances
- 15) Any **damages** or shortfall in delivery of any goods or services must be notified verbally within 3 days of erection or delivery and confirmed in writing within 7 days at the latest. Damage must be advised and opportunity be given to inspect the problem before admittance of any animal stock.
- 16) **Problems** resulting from inaccuracy in drawings or dimensions supplied by a customer shall not become our responsibility. Any additional work or time taken as a result shall be chargeable.
- 17) Where an order is placed subject to obtaining relevant **planning consents** and this is not granted, customers may **cancel** the order whereupon funds paid will be refunded in full, provided work has not commenced or disruption caused to the working schedule. There may be an administration charge to cover any costs incurred such as drawings. Customers may be asked for a copy of the decision refusing permission before a refund can be paid.

Where an order is cancelled for any other reason, we reserve the right to retain any funds paid or part thereof. Our current policy is cancellation by customers within 10 days of order confirmation date will enable a 100% refund, 11 - 30 days from order confirmation 75% refund and 31 days + 50% refund. Where cancellation occurs less than 28 days before agreed supply date then 100% of initial payment may be retained.
- 18) The **Law of Scotland** is deemed to govern any work, supplies or contract.
- 19) **Insurance** must be arranged by you to cover materials and equipment on site against fire, theft, loss or damage prior to completion.