

TERMS AND CONDITIONS OF SALE

1. All quotations given by the Seller (unless otherwise agreed in writing) are subject to withdrawal and alteration without notice and do not constitute an offer to supply goods. Goods supplied against orders accepted in writing will be charged at the price ruling at the date of despatch.
2. Accounts in respect of goods or services supplied are due for payment by the Buyer as per the terms stated on the order confirmation. The Seller reserves the right at any time and without prior notice to suspend deliveries and or services in the event of any account of the Buyer with the Seller remaining unpaid after the time specified. The Seller also reserves the right at any time throughout the course of services being supplied to suspend said services for whichever justifiable reason and give their reasoning for this action to the Buyer and to charge the Buyer for services carried out to the time of suspension.
3. The Seller will not be responsible for any delays or suspension of deliveries and or services caused by strikes, lockouts, fire, bad weather, breakdown of plant and machinery or any other cause beyond his control.
4. The Buyer may cancel the contract within 7 days from date of order at no cost to themselves. Cancellation outwith this period will result in loss of any deposit paid and/or a cancellation fee being charged by the Seller to the Buyer of 10% for standard items and up to 50% for bespoke goods if the product has been manufactured, ordered or purchased from a supplier.
5. It is the Buyers responsibility to arrange to inspect goods/samples prior to installation, ideally up to 7 days prior to installation start date. Where the Buyer has selected goods from a brochure provided by the Seller it is the Buyers responsibility to arrange to inspect goods in actual format up to 7 days prior to delivery or installation start date. The Buyer should request details from the Seller as to where the goods are available for inspection. The Seller is not responsible for any variances in goods between brochure and actual format. Description and/or samples are submitted as indicative of types of materials and class of goods offered. No guarantee or warranty is given or implied that bulk supplies will be exactly as description of sample, and the use of such description and/or sample shall not constitute the contract a sale by description or a sale by sample as well as by description.
6. The Buyer shall inspect the goods immediately on their arrival at the point of delivery and shall give notice to the Seller in writing or verbally to the office (prior to commencement of any use with the goods) of any matter or thing by reason whereof the Buyer may allege that the goods are not in accordance with the contract. The Seller shall have the right to inspect the goods and provided that the Buyer has not used the Goods or work has not commenced by the Seller for any services with the Goods, and the Seller is satisfied that the defect alleged by the Buyer has arisen from defective material or from the process of manufacture, the Seller will replace free of charge the goods so defective. But the Seller shall not be responsible for any consequential loss or charge other than that of replacing the defective unused goods. If the Buyer shall fail to give such notice as aforesaid, the goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for the same accordingly.
7. The Buyer is responsible for ensuring: (1) that the Seller is aware of any underground utilities e.g. gas / water / cable services etc. In the event of any damage occurring and the Buyer has not made the seller aware of such services then the Buyer will be responsible for the cost of any repairs carried out by Utilities companies to make good. (2) that access to the working area is available and easily accessible. Any delays caused to the Seller due to inaccessibility or unavailability may result in charges to the Buyer by the Seller for time lost or incurred. (3) That someone is present on site during installation to ensure services are being carried out as described. If this is not possible the Seller will carry out the services to the instruction which he believes to be correct. Thereafter if any alterations or amendments are required by the Buyer for the Seller to rectify any misconstruction then these may be chargeable at the discretion of the Seller.
8. In the event of any alterations or additions requested by the Buyer during the course of or after services provided by the Seller, the Buyer will be responsible for any additional costs incurred for goods and or labour charges by the Seller.
9. The Buyer is responsible for snagging any work carried out by the Seller and shall notify the Seller verbally within seven days of completion of work and confirm same in writing. The Seller shall agree a date with the Buyer to inspect the work and if and where necessary agree a further date to carry out any snagging. If defects are found by the buyer out with the seven day period it is at the Sellers discretion as to whether rectification is chargeable to the Buyer.
10. The seller will not be responsible for: any storm/weather damage caused to goods and or services, nor any splits, cracks, knots, expansion or contraction of timber products and or services and the buyer acknowledges that in most cases of climate exposed timber products such effects can occur and rectification is not the Sellers obligation and the Buyer is purchasing such items in the knowledge that defects could arise.
11. Garden Buildings - The seller expects any faults with construction of garden buildings to be found and reported within SEVEN DAYS from date of delivery. Due to exposure the seller will not be responsible for any felt damages caused by wind or storm damage. The Seller will not be responsible for moisture underneath any felt as this is outwith their control. It is the Buyers responsibility to ensure they inspect the building for tears /leaks succeeding first rainfall after installation. Any reports made out with this period may be chargeable to the Buyer by the Seller for repair. The Buyer accepts that due to expansion and contraction of roofing timbers during differing climates, the felt may appear loose/ uneven however this should not affect the performance of the felt. It is the Buyers responsibility to ensure that they read the MAINTENANCE GUIDE provided with EVERY GARDEN BUILDING and follow the guidelines of this. For wear and tear, it is the Buyers responsibility to maintain all window seals, knot seals, ironmongery, felt etc. Any issues found out with the period will be repairable at the Sellers discretion and may be chargeable to the buyer. Any modifications of or development to garden building interiors and/or exteriors by the Buyer will revoke liability by the Seller of any disputes ongoing or that may occur.
12. Artificial Grass - It is the Buyers responsibility to ensure they follow the maintenance guide provided with all artificial grass installations. Joins may be required depending on area to be covered and grass utilised. Whilst in most cases joins are difficult to see there is no guarantee that they will be invisible however through time they tend to blend to not be seen. It is the Buyers responsibility to ensure that they read the MAINTENANCE GUIDE provided with ALL INSTALLATIONS and follow the guidelines of this.
13. If services have been provided and completed the Seller reserves the right at any time to recover any goods provided for the contract in the event of non-payment. The Buyer will remain responsible for payment of the initial services and or goods provided which are not recoverable by the Seller as well as costs incurred in the recovery of the goods. Any used recovered goods will have depreciated in value and the Buyer shall be responsible for any deficit.
14. Title and ownership of the goods ordered by and /or delivered to the Buyer shall not pass to the Buyer but shall remain with the Seller unless and until the Buyer shall have paid all monies that are owed to the Seller whether in respect of those goods or otherwise. All such goods in the Buyers possession while ownership and title is retained by the Seller shall be at the sole risk of the Buyer and in the event of the same being damaged or destroyed or lost while in the Buyers custody, the Buyer shall be liable to the Seller for the invoice price thereof, with VAT. The Seller shall have the right to repossess the goods after the date for payment shall have passed or in the event of any attempted levying of execution thereon. Should any of the goods be converted into or made part of other goods or property the Seller shall have the same rights of equitable and beneficial ownership in such other goods or property as it had the goods themselves prior to such conversion until all indebtedness to the Seller from the Buyer under any head has been discharged.
15. Notwithstanding the above, the Buyer shall be entitled to sell the goods to third parties in the normal course of the Buyers business, but the proceeds of any such sale shall whenever any sum whatsoever is due from the Buyer to the Seller whether under this contract or howsoever otherwise be held on trust for the Seller.
16. Payment terms are as detailed on the contract and or sales advice/invoice. In the event of late payment the Seller has the right to apply a twenty five pound late payment administration fee and late payment interest at the current rate of 8% of the outstanding balance and will accrue prorata on a daily basis until all monies due are cleared to the Seller by the Buyer.
17. These Conditions and any Contract made subject thereto shall be subject to and construed in accordance with Scottish Law.