

## **GUTTERWORKS TERMS AND CONDITIONS**

1. General These terms and conditions govern the supply of goods sold by Gutterworks Ltd (No. 3203899) ('we' and 'us') to the customer named on the order form provided on the Gutterworks website or in sales literature provided by Gutterworks Ltd. ('you'). Together with the completed order form, these Terms and conditions constitute a legally binding contract between us, on these Terms & conditions. We reserve the right to change and amend these terms and conditions. Any changes we make will be deemed to have come into effect on the date that they have been posted on the Site. You are responsible for reading the terms and conditions. When you place an order with us you will be deemed to have read, understood and accepted these terms and conditions. These terms and conditions and the use of our web site shall be governed by the laws and regulations of United Kingdom. If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceable of any other part of these conditions will not be affected.

### 2. Price & Payment

2.1 The price payable for the goods you order is as set out on our website at the time you place your order or, if you order from our offices, as quoted at the time of order, plus any charges for carriage and insurance as set out in the order form.

2.2 Subject to clause 2.3, we must receive payment for the whole of the price of the goods you order, and any applicable charges for carriage and insurance, before your order can be accepted unless we have agreed otherwise in advance, in writing.

### 3. Availability

Whilst we do not anticipate stock shortages, if we have insufficient stock to supply or deliver goods ordered and paid for by you, we may, at our discretion, offer use a substitute product or refund you the price paid for such goods as soon as possible and in any case within 30 days or, in the case of an account customer, we may, in our absolute discretion, as soon as possible, raise a credit to offset the amount invoiced to you.

### 4. Delivery & Title

Unless you inform us otherwise, the goods will be delivered in accordance with your order. A valid signature will be required on collection or delivery. Immediately prior to dispatch of the goods to you, title in the goods will pass to you. (unless you are an account holder, in which case title will pass to you on receipt of payment for the goods) In the unlikely event that you have not received all the goods within 20 days (or where you have requested a delayed dispatch within 20 days of the requested dispatch date), you must notify us immediately.

### 5. Cancellation and returns

5.1 You may cancel your order by giving us notice of cancellation within 7 days working days without giving a reason.. Such notice may be given by mailing, faxing, or emailing to the number or address set out on the order form. If you are canceling because of any problem with the goods, please notify us of the problem at the time of cancellation. On cancellation, you must return or arrange for collection, the goods to be returned to us, at your cost unless the goods are being returned because they are faulty, incorrect goods or because of unsuitable substitution by us, in which case we will meet the cost of return but we ask that you allow us to, in the firstly arrange for collection or nominate the carrier.

5.2 The customer is responsible for all charges incurred returning goods, which will differ from that of the delivery charge and may include the cost of preparatory treatment to Cast Aluminum or Cast Iron products. All other monies paid will be refunded within 30 days, The 7 day cancellation period will commence on the day following the customer receives their order. Goods must be returned in the same condition as delivered, therefore any cellophane protection should not be removed and goods not scored, cut, or drilled. Boxed items, must be returned complete, not part used. After 7 days, a minimum 30% handling charge will be applied to all returned goods.

5.3 Made to measure, Non-standard or bespoke items are excluded from this clauses.

### 6. Liability

If you have notified us of a problem with the goods, we will either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund you the amount paid by you for the goods in question. We will not be

liable to you for any loss of profits, administrative inconvenience, disappointment, indirect or consequential loss or damage arising from any problem in relation to the goods and we shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. This does not affect your statutory rights as a consumer, nor is it intended to exclude our liability to you for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

7. Termination

We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation here under or you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging bankruptcy or insolvency. Upon termination, your indebtedness to us becomes immediately due and payable and we shall be under no further obligation to supply goods to you.

8. Force Majeure

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defective goods supplied or delivered here under that is caused by any event or circumstance beyond our reasonable control ( including, without limitation, strikes, lockouts, and other industrial disputes).

9. General

If any part of these conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceable of any other part of these conditions will not be affected. This contract shall be governed by and interpreted in accordance with English law.

10. VAT

VAT is added in the 'My Cart' stage at 20% (subject to changes in taxation). Vat No. 644 7676 02

11. Age Requirements for Specific goods

Where the law requires a minimum age limit for the purchase of specific goods, you confirm that you are over the required age limit and that delivery will be accepted by a person over the required age limit.

12. Design and Reproduction

Drawings, photographs, part numbers, layout and style are considered property. Reproduction in whole, or part, is strictly prohibited without written permission. Quantities and measurements are approximate. Exact products may vary from that shown. All products subject to availability.

13. Coastal Environment effects.

13.1. (Aluminum) If aluminum rainwater goods are to be installed in a coastal environment, please be aware that the atmospheric conditions of coastal locations can accelerate the oxidization process. As a result of this we would not normally recommend the use of aluminum rainwater systems in such locations, however, applying two coats of the Polyester Powder Coating prior to dispatch, together with a strict and frequent maintenance regime, means the product should have a life expectancy in excess of 15 years. It is important to note that this life expectancy would depend on any installation damage being repaired immediately with the appropriate touch-up paint, as should any installation cut ends exposing bare metal, which must be finished, primed and painted.

13.2. (Cast Iron) For Cast iron rainwater goods that are to be installed in a coastal environment, please note that the atmospheric conditions of coastal locations can accelerate the oxidization process. As a result of this we would not normally recommend the use of painted cast iron rainwater systems in such locations. A strict and frequent maintenance regime would mean the product should have a longer life expectancy. Any site cut ends exposing bare metal should be touch up before final installation.

Please note all accounts beyond our credit terms will be passed to our debt collection agency, Sinclair Goldberg Price Ltd. All accounts, without exception, will be subject to a surcharge of 15% plus vat to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.

**Company..... Signature..... Date.....**