

Tudor Roof Tile Co. Limited

DENGEMARSH ROAD, LYDD, KENT, TN29 9JH

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Terms and Conditions of Sale

1. PRICES: Tudor Roof Tile Co Ltd reserves the right to increase or decrease the prices shown without notice. Prices are firm only where stated in writing together with the period of their validity. We reserve the right to amend or withdraw any quotations where the cost of manufacture or the availability of supplies or means of production are adversely affected.

2. DELAYS: We do not accept responsibility for delays from any cause outside our control which directly or indirectly disrupt manufacture or delivery. The customer shall not use such delays as ground to claim damages or compensation.

3. DELIVERY: Unless pre-arranged and agreed otherwise, the customer shall provide sufficient labour to unload the vehicle on arrival at the place of delivery and shall complete the unloading within a reasonable time as failure to do so may give rise to additional charges to cover standing time or return delivery. The unloading and stacking of the materials shall be the responsibility of the customer. Delivery within or around a site can only be made so far as the vehicle may safely or conveniently be driven under its own power and the company and any haulage contractor shall be indemnified against damage or loss sustained in the process of delivery. Any complaints as to the quality or quantity of material delivered or collected must be made to us in writing within 7 days.

4. COLLECTION: Where the customer provides their own transport and collects from our yard, we cannot be responsible for the loss, shortage, breakage or damage of any kind after the materials leave our yard.

5. ACCEPTANCE: Commencement of unloading of our vehicle at the place of delivery shall be deemed acceptance of the material and the customer or their employee or agent shall sign the delivery note as a receipt for the goods.

6. SURPLUS: Where the quantities of materials ordered are in excess of those used, whether estimated by us or not, we will not accept such surplus material for refund, credit or exchange.

7. SHORTAGES: Claims for shortages will not be entertained after a valid receipt has been received by the company.

8. QUALITY: Whereas we endeavour to manufacture a consistent product, as handmade products we cannot give any guarantee as to size, colour or quality of the material outside the requirements of the relevant British Standards Specification.

9. TITLE: Title in materials supplied shall, notwithstanding delivery to the purchaser, be reserved to the Company and shall not pass to the purchaser until the full invoice price has been paid.

10. PAYMENT TERMS: The prices quoted are exclusive of Value Added Tax and Delivery, and are strictly nett monthly to approved accounts. Otherwise cleared payment must be received prior to delivery. We reserve the right to suspend or cancel any contract or order without notice in case of non-payment when due.

11. CONSEQUENTIAL LOSS: Our liability in respect of defective goods (including failure to comply with the specifications) is limited to free replacement and delivery of the material judged by us to be deficient.

12. CONFLICTING TERMS: Any other terms or conditions which the customer may seek to introduce (whether before or after the date of the relevant quotation) shall be of no effect unless agreed to in writing by the Company, and an order or any acceptance by you of a delivery of goods to which the quotation refers shall be deemed to be an acceptance of these Terms and Conditions of Sale and Delivery.

13. SAMPLES: Samples are submitted as an indication only of the class or type of material quoted for, and no guarantee is given as to the size, colour quality of the bulk other than they will comply with the appropriate British Standard Specification where applicable.

14. END USER'S EXTENDED GUARANTEE OF DURABILITY: Our products are supplied with an End User's Extended Guarantee of Durability ("the Guarantee") subject to online registration of the products by the End User within 6 months of purchase. If products are supplied to an End User via a trade merchant or contractor, it is the responsibility of the trade merchant or contractor to bring the Extended Guarantee to the attention of the End User and to notify them that this Guarantee is subject to online registration of the products by the End User within 6 months of purchase. Please refer to the Guarantee for full details of its terms and conditions.