



# Duncan Reeds

## LAMINATE FABRICATORS

### TERMS AND CONDITIONS OF SALE

1. Definitions. In these terms and conditions the following expressions shall have the meanings hereby given to them. "The Company" means Duncan Reeds Ltd. "The Customer" means the person's firm or company, or himself as a private individual from whom the order is received or his, it's or their legal assigns or successors. "The Goods" means those items specified in the customer's order and the company's acceptance thereof. "The Contract" means the agreement between the company and the customer for the supply of goods.
2. The customer accepts that these terms and conditions shall apply to all legal relations between himself and the company to the exclusion of any other terms and conditions, warranties, or representations written or oral, expressed or implied even if contained in any of the customer's documents which purport to provide that the customer's own terms shall prevail. No variation of these conditions shall be valid unless agreed to in writing and signed by an authorised person on behalf of the company and on behalf of the customer.
3. All orders made by a customer must be made in writing and orders will only be accepted by the company in writing or by delivery of the goods ordered from the company by the customer.
4. When a customer cancels an order, the customer will be liable to the company for all costs of work carried out and parts or materials ordered by the customer up to the date of cancellation. All cancellations and amendments must be notified in writing.
5. Whilst the company will make every effort to place the goods at the disposal of the customer in accordance with any times stated in the contract, time shall not be of the essence in this regard.
6. Unless any complaints about the quality or quantity of goods are received by the company within three days of delivery thereof, the customer shall be deemed to have accepted the goods. The company will not accept any claims for damage unless agreement is given to the customer by a Director of the company.
7. The company shall not be liable in any circumstances whatsoever to the customer for:  
Any loss of profits or contracts suffered by the customer.  
Any loss or damage in circumstances over which the company has no control.
8. Until the company has been paid in full for all goods supplied by it to the customer under any contract whatsoever between the customer and the company, the property in the goods shall remain in the company.
9. The customer shall indemnify the company in respect of any loss, injury, expense, or claims arising out of the contract or the goods or their storage, save to the extent that the same is caused by the negligence of the company, its servants or agents, including the company's subcontractors.
10. The risk in the goods shall pass to the customer on delivery.
11. Any payments made using a corporate or business credit card will have the applicable Bank or Building Society's transaction surcharge added at their discretion and will be included within the final payment total.