

TERMS & CONDITIONS

1. CONTRACT.

By placing an order you are consenting to these terms and conditions. Our acceptance of your order brings into existence a legally binding contract. Legal ownership of any goods will not pass to you until full payment has been received. Should you obtain goods prior to full payment, you accept that we retain the right to demand and receive immediate settlement of outstanding payment prior to transfer of ownership, or grant us unrestricted access to reclaim the goods.

2. PAYMENT.

Balance of payment for the building will be due on or before the arrival at the customer's site. We do not offer Credit. Unless agreed in writing before hand buildings cannot be left at the customers premises without payment. Application may be made for an account, the application shall be determined in the absolute discretion of the company. If an account is approved by the company, payments are due in full not more than 30 days from the date of invoice. Interest on an overdue invoice shall accrue from the date when payment becomes due @ 2% per calendar month or part thereof. If a cheque received from the customer is not paid on first presentation then a charge of £25.00 will be made to the customer to compensate for bank charges and administration involved.

3. CONDITIONS.

All specifications & sizes given by the company in the belief that they are as accurate as possible but are not to be treated as binding or forming part of the contract. All sizes are external sizes. In accordance with general trade practices, timber sizes quoted are nominal, which is before machining.

4. DELIVERY & INSTALLATION.

The company reserves the right to extend the delivery date where it deems necessary, and cannot guarantee a specific delivery time or date. If the company is unable to deliver the goods on the agreed delivery date by default of the customer then a re-delivery charge will apply (currently fifty pounds). Any delay in delivery of the goods shall not give rise to the buyer treating the contract as void or to reject the goods. Where delivery is made impossible we will have no option but to return the goods to the factory & store at the buyers own risk. The buyer shall then be liable for all storage and expenses incurred. We will then return on a date arranged by the company once the recall and re-delivery charge plus any other expenses incurred have been received by the company. The buyer shall inspect the goods upon delivery and shall notify the company within 24 hours of any shortages or damage in transit. The company will not consider any claims made by the buyer in respect of shortages or damage in transit unless these conditions are observed. The company's installers have the right to refuse to install the goods if they find access to the property unsuitable or deemed unsafe to do so or if the buyer has not provided adequate site conditions. In relation to buildings erected by the company the customer must advise at the time of ordering any access restrictions. The site should be clear of overhanging branches or obstructions. If the base does not meet the

required standards the customer will be liable for the aborted labour costs £35 and the product will be left for self assembly. The customer will be liable for any costs incurred for metered parking. Should the customer require a return installation service a fee of £50 must be made prior to the subsequent visit being made.

5. CANCELLATIONS.

If the goods have not been delivered you can cancel the contract at anytime from the day the contract is made until the expiry of 14 days. The customer has no right to cancel at anytime if the order includes special order items, non-standard options, adaptations or personalised preferences. A return charge will apply to buildings depending on size. These costs are not fixed and based upon variables such as product and location. Products returned should be in original condition, thus fit for resale. All return costs sought by the company shall be deducted from the order monies held, thus any refund to the customer shall be passed less this return charge.

6. WARRANTY.

All products are guaranteed for a period of 12 months from date of purchase. This is a parts only guarantee, and no labour or installation costs are covered. Damage caused by people, animal or force of nature are not covered under the guarantee. Elford sheds reserve the right to invalidate their guarantee for a building installed at customers request on an un-level base. Complaints caused by bad foundations, faulty materials or adverse weather conditions are not covered by our guarantee. Products not maintained regularly are also not covered. The buyer must regularly re-treat the exterior of the building, periodically cut back overhanging trees and shrubs and check felt for deterioration. Timber is a natural material and is therefore susceptible to possible warping, splitting and shrinking during changing temperatures and weather conditions. This is a natural occurrence and is also not covered by our guarantee.

7. GENERAL.

The company cannot be held responsible for any loss or damage caused directly or indirectly by their products. The company cannot accept liability for defects or losses arising from failure of the buyer to regularly maintain the building. The company advises the buyer to insure the products and any contents against all risks. The company cannot be held responsible for any delays caused by acts outside its control, strikes, lockouts, flood, fire etc. The company's products incorporate natural materials, which are subject to variations in colour and may contain minor imperfections. The buyer shall accept the position and shall make no objection with regard thereto and no such matters shall annul the sale or entitle the buyer to rescind the contract. All doors are fitted square at factory, however, once the building has been installed there maybe some movement in the door. This maybe due to slight variations in the level of the base or uneven loading of the building. This will need some packing under one corner of the building. Unfortunately this is done by trial and error.