

VENTCROFT LTD

TERMS AND CONDITIONS OF BUSINESS

1.0 QUOTATIONS

Unless stated otherwise in writing, quotations remain valid for 30 days. All goods are offered subject to quotation being valid at time of order.

2.0 PRICES

All prices are subject to the addition of VAT. Unless stated otherwise, all prices are for supply ex works. Delivery costs are additional. Please ask for details of delivery charges.

We reserve the right to alter prices without prior notice.

Products made with raw materials bought via commodity markets may be subject to change without notice and in line with global market fluctuations.

3.0 ORDERS

Orders to be confirmed in writing before despatch as verbal orders may not be accepted. Stock orders may be shipped next day providing written confirmation of order is received before 3pm. (1.30pm on Fridays)

Amendment to orders

Amendments to orders may be accepted at our discretion but we reserve the right to make a charge to cover costs incurred. All changes to be confirmed in writing before despatch.

Cancellation of orders

If a buyer cancels all or part of an order not yet executed, we reserve the right to charge 33% of the order value as liquidated damages without having to prove our action.

4.0 PAYMENT TERMS

Customers wishing to open a credit account should contact the Credit Control Department for an application form. Applications are normally processed within a few days.

Payment shall be made at the time of order unless an approved credit account has been opened, in which case payment shall be made the 30th of month following invoice. Interest at 3% per month will be charged on overdue accounts. No reductions for any claims or set-off (equitable or otherwise) shall be made.

Settlement terms to be agreed in writing prior to acceptance and delivery of order.

5.0 WARRANTY TERMS AND RETURNS POLICY

We endeavour to process returns within 2 to 3 weeks but the following points must be observed:

A minimum warranty period of one year applies to all products unless stated in the product specification and is subject to return via the place of purchase.

Factored products will be subject to those manufacturer's conditions and warranties.

All products should be installed to Ventcroft Ltd specification and any relevant British Standards. Failure to do so will invalidate any warranty.

Batch information must be recorded by Ventcroft Ltd Customers with particular regard to fire safety products. This is required for future reference and product traceability. Subsequent claims may be refused without this information.

Prior to return of any equipment a Returns Authorisation Number must be obtained from the Customer Service Department and must be clearly marked on all goods returned. The returned goods must include a full and comprehensive description of the reason for return, batch numbers, part codes, invoice and delivery note details, and to include name and business address of installer.

If manufacturing defects or material defects are proven as the cause of the fault and the item is returned within the warranty period, the goods will be repaired, replaced or credited in full at the discretion of Ventcroft Ltd.

If incorrect installation by the Customer, misuse, negligence, lightning or any other environmental damage, credit or warranty work will be refused and a 20% inspection and restocking charge may apply. Carriage back to Customer in this instance may be chargeable.

Items returned in a condition unfit for resale, e.g. scratched or dirty enclosures, holes drilled in casings etc, will be refused credit or repair irrespective of whether the item is in or out of warranty. An extra charge to return to merchantable condition may apply.

Return procedure for goods out of warranty

Prior to returning any product a Returns Authorisation Number must be obtained from the Customer Service Department and be clearly marked on all items.

Goods returned without a Returns Authorisation Number may be subject to delay in process or refused. In the case of refusal a charge levied to return to Customer.

Product returned out of warranty will not be repaired without the consent of Ventcroft Ltd Customer in writing. In this case a minimum inspection charge of £20 per item may apply and the cost of repair may be subject to a minimum charge of £20.

Advanced replacement goods to Ventcroft Ltd. Customers will be invoiced on despatch.

Fault reports will be available on request, a charge may apply

6.0 GENERAL

The Company offers the information within its catalogues and elsewhere for general guidance only, and accepts no liability for such information.

In no circumstances shall the Company be liable for loss, whether direct or indirect, of profits, business, or anticipated savings or for any indirect or consequential loss whatsoever; nor shall the Company be liable for any loss caused by circumstances beyond its control, including the wrongful act or omission of an independent contractor or to any third party.

In the event of there being any cause for complaint the Company must be notified in writing within 7 days of receipt of the goods.

Delivery or performance times quoted are intended only as a guide and the Company does not accept liability for delays however caused.

The risk in the goods passes to the buyer upon delivery but equitable and beneficial ownership shall remain with the Company until full payment has been received (each other being considered as a whole) or until prior resale, in which case the Company's beneficial entitlement shall attach to the proceeds of resale or to the claim for such proceeds.

The placing of an order indicates acceptance of these terms, which shall not be varied by any terms, conditions, correspondence or documents issued by, or emanating from the Customer unless specifically agreed in writing.