

TERMS OF BUSINESS

Definitions. For the purposes of these Terms of Business, a Contract shall refer to a Purchase Order once correctly executed by the Supplier (Composite trade supplies ltd) and the Customer (a Contract). In these Terms of Business, definitions shall be the same as in the Contract. These Terms of Business shall apply to any Contract between the Supplier and the Customer however arising

We are a company registered in Scotland. Our company registration number is SC769734 our registered office is at
21 West Nile Street, 2/1, Glasgow, Scotland; G1 2PS

If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning 0141 896 2835

If you wish to contact us in writing, you can send this to us by e-mail, by hand, or by pre-paid post to Composite trade supplies Ltd t/a Garden room kits Scotland, 21 West Nile Street, 2/1, Glasgow, Scotland or info@gardenroomskits.co.uk We will confirm receipt of this by contacting you in writing. If we have to contact you in writing, we will do so by e-mail, by hand, or by pre-paid post to the address, you provide to us when you book your appointment.

1. Basis of contract

- 1.2. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3 The Order constitutes an offer by the Customer to purchase the Unit in accordance with the terms of the Contract and the Conditions contained here. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 1.4 The Order shall only be deemed to be accepted when the Supplier countersigns the either the Purchase Order or the Build Contract, (as applicable) at which point, in both instances, the Order shall be placed with the Supplier (the Order).
- 1.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier, which is not set out in the Contract.
- 1.6 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures produced for the sole purpose of giving an approximate idea of the Unit described in them. They shall not form part of the Contract or have any contractual force.
- 1.7 A quotation for the Unit given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

2. The Unit

- 2.1 The Unit described in the Supplier's marketing literature as modified by any applicable Specification. The Supplier reserves the right to amend the specification of the Unit if required by any applicable statutory or regulatory requirements.
- 2.2 Ex-demonstration or display units sold as seen and may show some minor signs of cosmetic wear or use. Prior to delivery the Supplier will carry, out a full Pre-Delivery Inspection and rectify any material defect or damage to the Unit that may affect satisfactory use. Specification of ex-demonstration or display units may vary from the Suppliers standard published specification.

3. Delivery

- 3.1 The Supplier shall ensure that the delivery of the Unit is accompanied by a Delivery Note which shows the date of the Order and all relevant Customer and Supplier reference numbers.
- 3.2 The Supplier shall deliver the Unit to the location set out in the Order or such other location as the parties may agree (the Delivery Location). The Customer shall ensure that the Delivery Location is made known to the Supplier at the Supplier's reasonable request, and in any event no later than 14 Days prior to the Delivery Date specified in the Order.
- 3.3 Delivery of the Unit shall be completed on the Units' arrival at the Delivery Location.
- 3.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 3.5 The Supplier shall not be liable for any delay in delivery of the Unit that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or other appropriate information in relation to the preparation of the Unit.
- 3.6 If the Customer fails to take delivery of the Unit within 14 Business Days of notification that the Unit is ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract; delivery of the Unit shall be deemed to have been completed at 9.00 am on the fourteenth Business Day after the day on which the Supplier notified the Customer that the Unit was ready.
- 3.6 The Supplier shall store the Unit until delivery takes place, and charge the Customer for all related costs and expenses.
- 3.7 If 28 Business Days after the day on which the Supplier notified the Customer that the Unit was ready for delivery the Customer has not taken delivery of it, the Supplier may resell or otherwise dispose of the Unit.

4. Quality and Warranty

- 4.1 The Supplier warrants that on delivery, the Unit shall; Conform in all material respects with its description and the Specification be free from material defects in design, material and workmanship and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) be fit for any purpose held out by the Supplier.
- 4.2 The Supplier shall provide a structural warranty on the framework of the unit for a period of 10 years from the date of delivery.
- 4.3 The Supplier shall provide a warranty on materials and workmanship for a period of 12 months from the date of delivery.
- 4.4 Warranty provided by the Supplier shall be subject to the unit being correctly sited in accordance with the owner's manual on a

level, suitably firm base and suitably maintained by the Customer. The warranty does not cover damage arising from misuse, neglect, fire, flood or other acts of God. Relocating or repairing the unit within the warranty period without the consent of the Supplier shall irrevocably void any warranty.

4.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, fully permitted by law, excluded from the Contract.

4.5 These Conditions shall apply to any repaired or replacement Unit supplied by the Supplier.

5. Title and risk

5.1 The risk in the Unit shall pass to the Customer on completion of delivery.

5.2 Title to the Unit shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Unit, in which case title to the Unit shall pass at the time of payment of all such sums.

5.3 Until title to the Unit has passed to the Customer, the Customer shall not remove, deface or obscure any identifying mark or relating to the Unit;

5.4 If, before title to the Unit passes to the Customer, the Customer becomes subject to any of the events listed in clause 7.2, then, without prejudice to any other right the Supplier may have, the Supplier may require the Customer to deliver up the Unit and if the Customer fails to do so, may enter any premises of the Customer or of any third party where the Unit is situated in order to recover it.

6. Price and payment

6.1 The price of the Unit, together with any VAT payments required to be made shall be the price set out in the Order.

6.2 The price of the Unit is inclusive of the costs and charges of packaging of the Unit.

6.4 Where the Order relates to a Build Contract, the Supplier shall invoice the Customer for the Unit at the intervals set out in the Contract.

6.5 The Customer shall pay any invoice at the dates detailed on the Invoice.

6.6 Time of payment is of the essence. If the Customer fails to make any payment due to the Supplier later than 14 days following the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above RBS base rate or the Supplier's current commercial overdraft rate if higher, after as well as before judgement.

6.7 Such interest shall accrue on a daily basis from the due date until payment of the overdue amount. The Customer shall pay the interest together with the overdue amount.

6.8 If the Customer fails to pay any amount due to the Supplier later than 28 days from the due date for any payment, the Supplier shall be entitled to require payment in full of the outstanding balance of the Contract Price.

6.9 The Customer shall pay all amounts due under the Contract in full without any set-off, or withholding (except for any deduction or withholding required by law).

6.10 The Supplier may at any time, without limiting any other rights, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6.11 Deposits is non refundable

7. Termination and suspension

7.1 If the Customer becomes subject to any of the events listed in clause 7.2, or if the Supplier reasonably believes that the Customer is about to become subject to any of them, or, if the Customer fails to pay any amount due to the Supplier later than 28 days after the due date for any such payment, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.

7.2 The relevant events: (the Customer being a company);

The Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due, or, is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or, commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or, a petition or order is made in connection with the winding up of the Customer; or, any other action is taken against the Customer that may have the same effect as those events listed above; (the Customer being an individual); is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986, or, the Customer dies or, by reason of illness or incapacity is incapable of managing his or her own affairs or becomes a patient under any mental health legislation, or, the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

7.3 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

7.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

8. Limitation of liability

8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) fraud or fraudulent misrepresentation breach of the terms implied by section 12 of the Sale of Goods Act 1979 defective products under the Consumer Protection Act 1987 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

8.2 Subject to clause 8.1, the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £65,000.00

1. Force majeure

1.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

1.2 A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

2. Delaying Event

2.1 If construction and/or supply of the Unit is delayed directly or indirectly as a result of any Force Major Event beyond the Supplier's reasonable control, or by any failure by the builder to deliver the unit to the Supplier, (a Delaying Event) the Supplier may extend the Delivery Date by the period of time during which the Delaying Event operates. If such Delaying Event shall persist for more than 90 days either the Supplier or the Customer may terminate the Agreement.

3. General

Terms relating to Assignment, Notices, Third Party Rights, Variation and Governing Law and Jurisdiction Shall be the same for these Terms as Business as those expressed in the Contract between the Supplier and the Customer. Any advice or information provided by the Supplier to the Buyer with regard to the implications of planning law is provided as guidance only to the best of the Suppliers ability. The final responsibility for complying with relevant planning laws ultimately resides with the Buyer or land owner.

Delivery

Whether it is a provisional or confirmed, a delivery date will need to be booked after confirmation of you drawing has been processed. If the date needs amending, we will need 5 days working notice to schedule a new date from the original.

Please make sure you are available to take delivery on the allocated date, to which a signature will be required on arrival of goods supplied. Please note, should no one be available you will be charged for a second delivery.

Or kits will be wrapped and delivered on pallets. Please note most kits require a large delivery vehicle, so there may be access restrictions, however our haulier will do their very best to get as close to the site/property as possible. The driver will not be responsible for the unloading of your kit; **you will require a team/ forklift to help with the unloading.**

Disclaimer: Garden Room Kits Scotland is a trading style of Composite Trade Supplies Ltd an Company registered in Scotland (Registration Number SC63). Neither Garden Room Kits Scotland nor Composite Trade Supplies Ltd are affiliated or associated with any other Company or trading business of a similar name. Garden Room Kits Scotland or Composite Trade Supplies Ltd cannot accept responsibility for any loss or damage arising from any assumptions implied or otherwise of any third party.

You may withdraw an offer to enter into a contract with us through our website, or cancel a contract entered into at any time within the period:

- (a) ending at the end of 14 days after the day on which the contract is entered into,
You do not have to give any reason for your withdrawal or cancellation