### **TERMS AND CONDITIONS**

In these terms and conditions "The Company" means "Uppingham Stone Ltd" and the "Customer" means the person or company purchasing the goods. "Goods" means the goods and/or services specified in the quotation and invoice.

#### 1. QUOTATION AND PRICE

- 1.1. All orders placed pursuant to our quotation must be in writing and a binding contract will not exist until such orders are accepted by us in writing. Our scope of work shall be as specified in our quotation together with any variations agreed pursuant to the contract. All contracts will be deemed to be subject to our Standard Terms and Conditions of Sale as set out herein.
- 1.2. The quotation shall remain valid for 90 days after which time Uppingham Stone Ltd reserves the right to amend, withdraw or cancel the quotation.
- 1.3. The quotation is an estimate based upon current costs and is subject to adjustment in the event of any variation whatsoever in the costs to performing the contract.

#### 2. DRAWINGS AND SPECIFICATIONS

- 2.1. All descriptions, drawings and details of weights and dimensions submitted with our quotation are approximate only. We reserve the right to make such reasonable changes as we consider are necessary to the quotation details either before any order is placed or during the course of the contract provided that we shall not thereby render the goods unsuitable for the purpose for which they are intended.
- 2.2. Our quotation together with any accompanying reports, specifications, calculations and other documents and information submitted by us to the purchaser in connection with the contract shall be regarded as confidential and must not be disclosed by the purchaser to any third party without our prior written consent.

### 3. DELIVERY

3.1. Although every endeavour will be made to meet the customers wishes, no guarantee can be made regarding delivery dates which are forecasts only. No responsibility will be accepted by the Company for a delay where the Company could not reasonably avoid such delay or failure.

# 4. RISK TO GOODS

- 4.1. Responsibility for risk to goods shall pass to the Customer at the time of collection of good from the Company premises. If carriage is arranged by the Company, responsibility for risk to goods shall pass to the Customer at the point of delivery.
- 4.2. The Customer must examine the goods/materials upon delivery and report any short delivery, defects or damage reasonably discoverable to the Company within 7 days of receipt of order.

## 5. FITTING

5.1. The company can only be held liable for the extent of works carried out by the Company. No liability shall be accepted in respect of defects in existing installations or in respect of parts not manufactured by the Company. The Company shall not be held responsible for any loss or damage to property, materials or injuries to individuals caused by the personal actions of the customer or other household members or guests before, during or after such works have been carried out.

## 6. PAYMENT

- 6.1. A deposit is required for our fireplaces and stoves with the balance of the cost being payable immediately upon completion of fitting.
- 6.2. Unless explicitly agreed prior to commencement of work, payment will be due in full upon completion of the work or services provided. Where a quotation has been provided, the full amount, less any payments already made. is payable.
- 6.3. All materials and goods supplied by the Company shall remain the property of the Company until the full invoice has been paid by the customer.