

Conditions of Sales Twinspan Ltd

Supply of Building Kits

We will confirm acceptance (or otherwise) of your order as soon as possible, either by email (if your order is placed online) or by telephone (if your order is placed over the telephone). A binding agreement arises once we accept your order and invoice is raised, we will then charge a non refundable deposit. The date of delivery will not be given until contract final payment is paid in cleared funds. Approximately ten - fourteen days to delivery for building kit from factory. Export orders subject to shipping time scale. *Twinspan Ltd* will not be held responsible for any losses incurred by late delivery or project completion times not being met for what ever reason.

Payments

You can pay for your order by *Cheque Bacs. or Chaps*. We will take all reasonable care to keep your order details secure. If the billing address and delivery address do not match, a letter or email will be sent to the billing address. You will then need to respond to the letter before the goods can be despatched.

Please note: Any increase in the cost of raw materials during the manufacturing process for any reason out with our control, including extra parts to building kit required to meet structural engineering or to comply with local planning requirements that were not included in quotation for what ever reason may be charged at our discretion. Retention of title remains with *Twinspan Ltd* until the supply of building kit and any other services provided are paid in full. It is the customers responsibility to insure building kit for its full value when delivery has taken place. *Twinspan Ltd* take no responsibility for any goods stolen or damaged on site.

Retention of title

For the avoidance of doubt the title of building kit and all services provided do not pass to the customer until all sums due are paid in cleared funds and a completion certificate is issued by *Twinspan Ltd*. Up to this time access to the building is restricted to *Twinspan* authorised erection personnel only. Unless written authorisation is given by *Twinspan Ltd* for other trades to carry out tasks that do not interfere with erection team and conforms with health and safety, this is at the discretion of *Twinspan Ltd's* Project manager. It is a strict condition that building must not be used for any commercial purpose until official hand over and completion certificate is issued.

Cancellation and Returns Information

Any transit damage, shortages or incorrect goods supplied must be noted on the delivery note at the time of delivery. Please ensure that you thoroughly inspect your goods for any cosmetic damage, incorrect goods, missing parts or other problems as soon as you receive them. If this is done after delivery has taken place, you are

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Conditions of Sales Twinspan Ltd

required to contact us within 7 days of delivery of your goods giving full details of any problems for us to arrange for suitable action to be taken. Damaged Goods

If you receive goods in a damaged condition, please make a note of this on the despatch note, you will need to notify us of this by phone, email or letter in any case within 7 days from receipt of goods. Please try and supply photographic images of damage by email to speed up the process.

Incorrect Goods/Wrong amount of Goods

It is your responsibility to ensure that you have signed for the correct number of goods delivered. At time of delivery you must also check that you have received the correct goods in accordance with your order by checking against bill of materials supplied. If you find that you have received incorrect goods or the wrong amount of goods, you must make a note of this on the despatch note. You must then notify us of this by phone, email or letter in any case within 7 days from receipt of goods.

Please note: Do not fit an item if it is damaged. This counts as acceptance of goods and the item is then non returnable.

Unwanted Items

You have the right to cancel your order at any time before goods are manufactured / delivered however it will result in loss of monies paid . We will try to resell through our web site or by other means to to limit losses , this could result in incurring further charges. In compliance with the distance selling regulations you have a "Cooling Off" period where you may withdraw from this agreement at any time up to 7 days after the day we have delivered the goods to you. If we have delivered the goods, you must not have used them and must have kept them in the condition they were delivered. You must return them to us, at your cost. Returned items after may be subject to 35% handling charge. When we receive the goods we will inspect them to ensure all manuals, accessories and other components are within the returned package and that the goods are in the condition that we sent them to you with packaging. All items are subject to inspection. If we receive an item that either is not in the condition we sent it or has missing components we shall deduct a reasonable amount to cover any costs to us or return them to you if they are not re-sellable.

Please note

We are unable to take back items that are bespoke/built to order.

Faulty Items

I.E. Doors or other options If after fitting a component you find that it is faulty, meaning your product shows symptoms of failure preventing basic operation (this does not include any superficial or cosmetic damages, for example scratches or dents), please contact us at your earliest convenience. We shall then arrange for an

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approved engineer to visit you free of charge and offer you the following options; If repairable, the engineer will be able to carry out repairs on site or order parts and come back at your convenience to carry out the repair.

Replacement

We shall arrange for a replacement to be delivered to you at our expense and for the faulty item to be collected (usually at the same time). providing the component has been verified by the engineer as being faulty, we shall arrange for the component to be collected from your property and a full refund given. If we find that the item is not in its original packaging and has any accessories or components missing we shall carry out the refund and take out a fee to cover any costs.

Please note, any faulty items have to be seen by an authorised service engineer before any action can be taken. If your goods are not found to be faulty, a call-out charge may be incurred. If your item becomes faulty after having been fitted for more than 28 days, / please contact the Manufacturer directly to arrange a service call, this is part of the manufacturer's guarantee. (Gliderol doors 10 years .)

Complaints Procedure

If, in the unlikely event, you wish to make a complaint, please contact us in writing: Customer Care Department Twinspan Ltd. 24 Miller Gardens Inverness IV1 1SG Scotland U.K. We shall then fully investigate the matter and contact you within 7 working days from receipt of letter. This guarantee is in addition to any warranties or conditions implied by law and nothing in these terms affects your statutory rights. Delay or Failure to Perform We shall not be liable to you if we are prevented or delayed in performing of our any obligations to you if this is due to any cause beyond our reasonable control e.g. • an act of God, explosion, flood, fire or accident, • war or civil disturbance, • strike, industrial action or stoppages of work, • any form of government intervention, • a third party act or omission, • failure by you to give us a correct email or delivery address or notify us of any change of address. If this happens we shall inform you as soon as is reasonably practicable. We reserve the right to go to arbitration to resolve any issues that cannot be resolved in a reasonable timely manner to customers satisfaction. *Twinspan Ltd.* will not be held liable for any losses resulting in delays of deliveries or supply of any parts required to complete order . However will endeavor to complete contract in a reasonable time scale allowing for the manufacturing process and logistics.

Data Protection and Privacy

Information we learn from our customers enables us to continually improve the service we offer, including improving the ranges of products we sell, the information we give on our Web-Site and special offers. However, we take privacy of information relating to our customers very seriously and comply with all UK data protection laws in collecting, storing and using this information What personal information we will gather about you Using this Web Site, contacting us and

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Conditions of Sales Twinspan Ltd

purchasing products from us, both on-line and over the telephone, may involve you giving us certain information about yourself, including your name and address, telephone number, email address.

Storing and Sharing Information

Any information we receive from you, either by entering it on our Web-Site, in writing, by email, by fax, over the telephone or by other means will be stored by us and we will take all reasonable care to keep your personal data secure and to prevent any unauthorised access to it. Other than as required by law or in the prevention of fraud, we will not pass information we hold about you to any other organisation, but it is intended that any consent given above will benefit any purchaser of our business. **Security** Other information transmitted over the internet may be open to scrutiny by others. However, when you purchase on-line, your credit/debit card details will be encrypted, to help keep them confidential. Caring for you purchase Always refer to the operating, care and maintenance instructions in relation to each product manual which is available as download from company web site www.twinspan.co.uk

Product Descriptions

We have made every effort to display as accurately as possible the colours of our products that appear on this Web Site. However, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the actual product. Please request colour samples prior to ordering. Product Specifications. **Please note:** All pictures and colour samples for our products are for illustration purpose only and not a guide to buying any product, if any products are received wrong due to this reason then a suppliers restocking charge will be passed on to the customer. While we try to be as accurate as possible, all sizes, weights and measurements quoted are approximate, we reserve the right to change any part or component within the building kit to reflect changes in the design or manufacturing of said building kit .

Health and safety

The products sold on Company Web Site have been designed to comply with the health and safety laws of the UK and we cannot warrant or represent that they comply with any health safety carried out by others in supply or erection of building kit. Therefore it important to ensure all work is carried out by qualified professionals .

Planning

We can provide a service of applying for planning permission and building Warrant for your project. This can be a complex and time consuming activity we take no responsibility or make any claims that we can be successful in this endeavor. It is out with our control and subject to local authority to determine whether a project is

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Conditions of Sales Twinspan Ltd

suitable for a particular area and each application will be judged on its merits and the impact on environment.

Please note We recommend that all planning and building warrants are in place prior to the ordering building kit. It the clients responsibility to ensure compliance. *Twinspan Ltd* take no responsibility for any losses incurred for what ever reason should this recommendation be wavered.

Erection Service

Twinspan Ltd. Do not supply direct labour for the erection of our building kits direct, however have a nationwide list of builders who have experience in the erection of our product range and are available to be booked at time of purchase.

Cost

We advise customers to budget approximately 35% of kit price for erection service. exact price subject to location and site requirements .

Site

Erection can only be carried out on a prepared site as per engineering plans and Structural Engineers specification. Any information that may affect the erection of the building kit should be put in writing prior to start date for consideration. Contractor will only enter a site with the customer's permission and will not take any responsibility for any damage the vehicle causes to surface materials, any underground services or perimeter boundaries.

Exclusion

All hire costs of plant and machinery are the responsibility of customer, the compliance with health and safety and provision of method statement including risk assessment are the responsibility of Erector.

Please Note

When electrical operated doors are supplied as part of a building kit, doors will be fitted however a qualified electrician is required to carry out any electrical installation and the commission of door. This service to be provided by client. It is not part of the service we provide .

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Thank you for choosing Twinspan Ltd.