

# Terms and Conditions

## Delivery

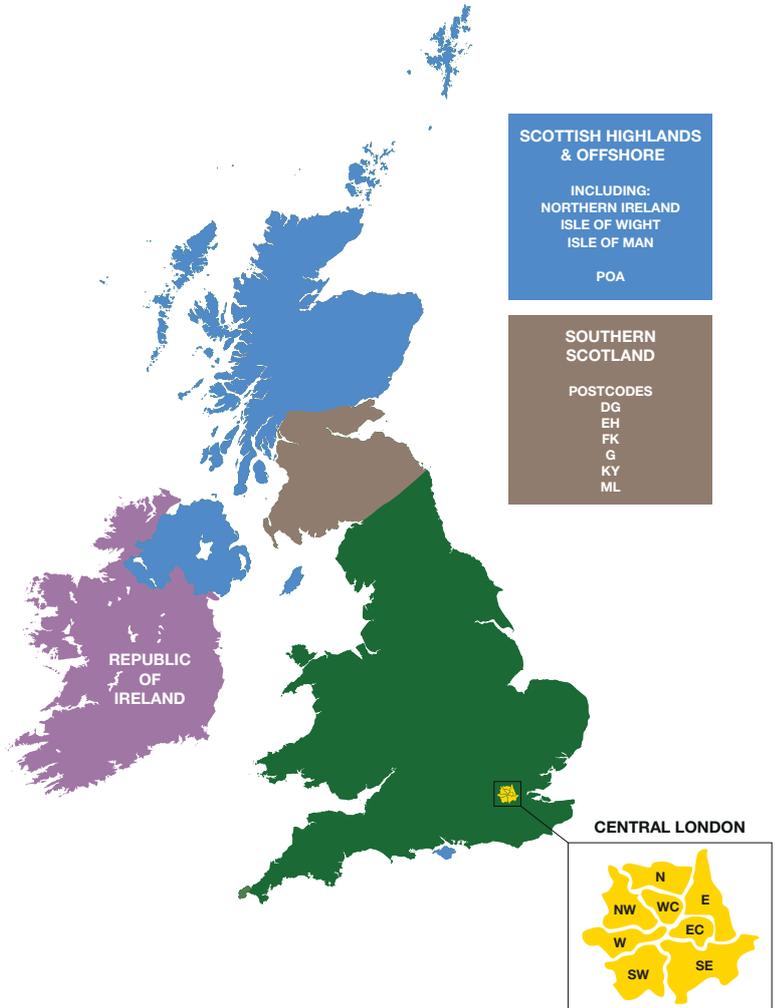
Standard delivery of individual ladders & hatches is available from £38 plus VAT to one UK mainland address and will be delivered within 2-3 working days. Other regions' charges are detailed in the matrix below.

Spares and accessories are shipped at a cost of £4.50, £12 or POA plus VAT depending on their size and destination.

MidMade products can be despatched for next working day delivery at additional cost provided we receive your order by 11.30am Monday to Friday - **please alert us if next working day delivery is required**. Orders received after this cut-off time will be processed with the following day's orders.

On the day of despatch we will provide you with a delivery date and tracking number for your consignment. The courier usually contacts the delivery recipient approximately 1 hour prior to delivery. If no-one is available to receive the delivery the consignment will be taken back to the delivery depot where the customer can collect at their convenience free of charge or arrange redelivery - this will incur a further delivery charge equivalent to the original delivery charge.

Destination	Standard Delivery Price per Ladder	Next Day Delivery Price per Ladder
Mainland England & Wales	£38	£48
Central London	£48	£58
Southern Scotland	£48	£58
Scottish Highlands & Offshore	POA	-
Republic of Ireland	£125	-



## Warranty

All MidMade products come with a two year warranty as standard. If a problem with your product develops within this period please contact us with details of the problem (in addition to supporting photographs and sales documents if possible). We will be happy to repair (without charge) or replace any defects due to faulty materials or workmanship. This warranty does not cover defects arising from normal wear and tear or misuse.

## Returns

We always check our items before we despatch them to our customers, however from time to time it may be possible that an item could be damaged during transit. If this occurs with your consignment please notify MidMade Loft Ladders within 24 hours of receiving the delivery. All of the packaging the item was shipped in should be retained, if the packaging is obviously damaged refuse the delivery or note this on the delivery note which the driver will ask you to sign by writing 'Damaged Package / Unchecked'. If the packaging and goods inside are obviously severely damaged refuse the delivery entirely.

Once the damaged items are received back in accordance with our returns procedure we will send a replacement product or, if this is not possible, provide a full refund. Once the goods have been delivered and signed for in good condition responsibility passes to the customer. Goods endorsed as 'received in good condition' or not notified within 24 hours as damaged cannot be guaranteed a replacement product. Unpack the goods and test the item as soon as possible to check for any obvious signs of transit damage.

We offer a seven day cooling off period for stock items during which non-faulty goods can be returned and a full refund (less the delivery cost) given. In order to receive a full refund goods must be returned at the customer's own cost to us in the original packaging and in the same condition that they were in when they were despatched. Alternatively we can arrange a remote collection - if you would like us to do this please request a quotation. If the packaging has been damaged we reserve the right to refuse the return, or to charge a restocking fee which reflects the reduction of the value of the product for re-sale. Please note that items marked as 'non-stock' are custom-made to order and are non-returnable.

# DETAILED TERMS & CONDITIONS OF SALE

## 1. DEFINITION

"BUYER" Customer

"SELLER" A&L Distribution Ltd

"GOODS" Means the articles / items and or services described in the quotation / order.

"ORDER" Means the order placed by the buyer for the supply of goods.

## 2. GENERAL

a) All quotations are given and all orders are accepted on these terms, which supersede any other terms and conditions stipulated, incorporated, referred to or contained in any order or any document of / or communication from the buyer in the course of negotiations or any other terms, conditions or representations referred to in any course of dealings between the Seller and the Buyer. All orders hereafter made by the Buyer shall be deemed to be made subject to those terms and conditions.

b) No modification of these terms shall be effective unless made by an express written agreement between the Seller (acting through a manager) and the Buyer. The signing by the Seller of any of the Buyer's documentation shall not imply or effect any such modification.

c) No order shall be binding on the Seller unless and until accepted or confirmed in writing to the Seller. The Seller reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Buyer's commitments to the Seller not being met.

## 3. DELIVERY

a) Whilst the Seller will use all reasonable endeavours to keep any stated despatch or delivery date it accepts no liability whatsoever for loss or damage resulting from delay howsoever the same shall have been caused.

b) If the Buyer fails to take delivery of the goods or any part thereof at the time agreed for delivery then the Seller shall be entitled to cancel or suspend such delivery and all other outstanding deliveries and to charge the Buyer with loss suffered.

c) Short shipment, incorrect items or damaged goods of any delivery. The Buyer must note any claim on delivery note at the time of delivery or collection and shall confirm such claims in writing to the Seller's head office within 24 hours from the date of delivery or collection. In the case of goods received damaged, the packaging must be retained for inspection. Compliance with this requirement shall be condition precedent to any claim. If short delivery takes place, the Buyer undertakes not to reject the goods but to accept the goods delivered as part performance of the contract.

d) Claims for non-delivery must be made within 5 working days of the Seller's invoice date or within the period specified by an independent carrier whichever is the shorter.

## 4. PRICE

a) The price payable shall be the price in force at the time of delivery.

b) The Seller reserves the right to apply a minimum charge on small value orders.

c) The Seller shall be entitled without prior notice to adjust the price stated to take account of any change in specification made at the request of the Buyer or any alteration before the date of delivery in the cost of the Seller's labour, material, sub-contracted services or import or export duties or tariffs or transport or fluctuations in the currency exchange rate which directly effects the cost to the Seller of supplying of the goods.

d) The price stated is for stipulated quantities only and does not hold good for lesser quantities.

e) All prices quoted are subject to UK standard rates of VAT.

f) All quotations from the Seller must be in writing.

## 5. PAYMENT

a) Terms of payment are strictly 30 days net invoice date unless otherwise stated.

b) If the Buyer shall fail to make payment in full on the due date then (without prejudice to any other rights of the Seller) the buyer shall, without the need for the Seller to give notice, become liable to pay the Seller interest on the amount for the time being unpaid at a rate in accordance with the Late Payment Act which shall accrue from day to day and be calculated from the date of delivery of the goods until the date of actual payment as well after as before any judgement.

c) The Seller reserves the right to charge the Buyer with the cost of re-presentation of cheques received from the Buyer which for whatever reason is not paid on the first presentation for payment at any time, at the amount for the time being charged by our bank.

d) The seller reserves the right to make a 2.5% charge if any trade credit overdue account is paid by credit card.

## 6. WARRANTY

a) The seller warrants that goods supplied are free from substantial defects in material and workmanship provided that the Buyer notifies the company in writing of the alleged defects as soon as it becomes aware of them and in any event within five (5) working days from the date of delivery.

b) The Seller's liability under this warranty is limited to the repair of the defect or, at the discretion of the Seller, the provision of replacement goods.

c) The Buyer must return the allegedly defective goods to the Seller using the Seller's delivery note number and accompanies by an additional Buyer's purchase order.

## 7. RETURNS

No goods will be accepted for credit or replacement unless returned in accordance with Seller's Terms & Conditions. (This excludes faulty goods).

## 8. RETENTION OF TITLE

All goods delivered by the Seller will remain the Seller's property until all debts owed to the Seller by the Buyer, including any balances existing, are settled. Risk passes to Buyer on delivery of said goods to the Buyer.

## 9. FORCE MAJEURE

In the event that the Seller is incapable of performing its obligations under any contract because of any event which is unavoidable and beyond the control of the Seller including judicial or governmental decree, regulation or other direction not the fault of the Seller, and any natural disaster or Act of God, the Seller will immediately give notice to the Buyer and do everything possible to resume performance. Upon giving of such notice the contract shall be suspended. If the period of default exceeds 15 days from the receipt of notice of the Force Majeure event the contract shall thereupon terminate unless the parties have agreed otherwise in writing.

## 10. CONSEQUENTIAL LOSS

Save in herein expressly provided the Seller shall not be liable for any loss or damage direct or consequential, whether in contract, tort or otherwise, of whatsoever nature or to whomever or whatsoever cause arising out of or through the use of any of the goods supplied by them. The Buyer shall indemnify the Seller against claims made against the Seller by any third party in respect thereof.

## 11. LIABILITY

The Seller's liability shall not under any circumstances whatsoever exceed the value of the goods or the amount of the invoice.

## 12. TERMINATION

The contract will be automatically terminated in the event of bankruptcy or liquidation, etc, and this relates not only to the contract but also to the requirement to return goods in respect of which the property will pass until paid for.

## 13. ENGLISH LAW

Unless otherwise agreed, the contract shall be subject to English Law.