# WILLIAMS RIDOUT



## TERMS & CONDITIONS

These are our terms and conditions of business and apply to all contracts for either the sale of Goods and or the carrying out of Works by Williams Ridout Limited to the Customer. Please read through them carefully. They supersede all earlier conditions of contract issued by Williams Ridout Limited.

Any variation to these Conditions (including any special terms and conditions agreed between the parties) are inapplicable unless agreed in writing by Williams Ridout Limited.

#### CONFIRMATION OF ORDER

All orders are subject to acceptance by Williams Ridout Limited. The contract will be formed when you pay an agreed deposit to us, usually 50% of the total project cost. Once the contract is made it cannot be cancelled by you unless we agree - any request for cancellation should be made in writing to our registered address shown below.

#### PRICE AND PAYMENT

Quotations are based upon the cost of materials, labour, transport, currency exchange rates affecting the cost of importing materials, applicable statutory regulations or requirements and all other expenses. We reserve the right to vary the price, within reason, to take account of any variation in the costs mentioned above before the date of delivery or installation. We will of course communicate any changes to you as soon as they arise.

Quotations are valid for six weeks from issue date.

Payment shall be made via bank transfer as follows:

- All fees related to the development of a conceptual design shall fall due immediately upon delivery of a pro forma to the Customer;
- Fifty percent (50%) of the project price shall be paid before Williams Ridout Limited commence work building the Goods or on any Works:
- Twenty five percent (25%) of the price shall fall due when Williams Ridout Limited notify the Customer that they have built the Goods;
  The remaining twenty five percent (25%) of the price and any other costs, charges or expenses will fall due immediately on delivery/completed installation of the Goods to the Customer.

All Goods remain the property of Williams Ridout Limited until paid for in full by the Customer.

#### DELIVERY AND INSTALLATION

Delivery is generally ten to twelve weeks from cleared deposit funds unless a different time period is previously agreed by us. Any date(s) supplied by us either for the delivery of Goods or for the commencement or completion of installation shall be deemed to be an estimate only. Time shall not be of the essence.

We will only undertake the installation of the Goods from 9am to 5pm Monday to Friday unless otherwise agreed.

It is your responsibility to ensure the area in which the Goods are to be installed is clear of any obstructions prior to the installation date unless otherwise agreed prior to the quotation. Where this is not the case we will charge our hourly production rate to remove any obstructions.

Responsibility of the Goods will pass to the Customer upon delivery and/or completed installation. Any damage or loss caused by persons not employed by the Company such as builders or other trades persons is the responsibility of the client.

#### INTELLECTUAL PROPERTY

All drawings, prototypes, specifications, mock ups, designs and literature prepared by or on behalf of Williams Ridout Limited and any copyright associated are the property of and remain the intellectual property of Williams Ridout Limited and shall not be reproduced, resold or dealt with in any manner whatsoever without the prior written consent of Williams Ridout Limited.

#### WARRANTY

All products manufactured by Williams Ridout Limited come with a ten year warranty. All fixtures, fittings and appliances provided by us have their standard manufacturers warranty. All Goods must be inspected immediately following installation (no later than seven days) and will be repaired or replaced free of charge if found to be defective or damaged in any way arising from the installation by our representatives. This warranty does not apply to any defect arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Company, failure to follow the Company's instructions on aftercare or any alteration or repair carried out without the Company's approval.

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