

Morris Fabrications Ltd Terms and Conditions

Terms and Conditions of Sale

- All products are sold by Morris Fabrications Ltd in accordance with the standard specifications (if any) applicable to such goods and subject to these conditions of Sale. No variation from these Conditions of Sale and no contrary stipulations by the Purchaser shall be valid unless specifically authorised by us in writing.
- Prices quoted by Morris Fabrications Ltd are excluding VAT and are ex-works unless otherwise stated.
- Quotations provided by Morris Fabrications Ltd (whether written or oral) do not constitute offers and are subject to withdrawal without notice.
- Full payment is required before any works begin.
- Alternative payment, to be agreed in writing in advance of any works commencing; Accounts are due strictly by the end of the month following invoice and all prices are net unless alternative payment terms have been agreed in advance.
- If payment terms were not agreed prior to order then the Purchaser should assume full payment required immediately upon request of Morris Fabrications Ltd.
- Purchaser is responsible to effect whatever insurance he requires at his expense.
- Purchasers who wish to return to exchange products must communicate with us first.
- It is a condition of sale that the Purchaser will hold Morris Fabrications Ltd harmless and indemnify Morris Fabrications Ltd against claims by all and any third party arising out of the use of the products whether these claims are the result of direct or consequential damage.
- Ownership of the products remains vested in Morris Fabrications Ltd until fully paid for by the Purchaser. The risk in the goods shall pass at the point of delivery to the Purchaser or to the delivery agent. Claims for goods lost or damaged in transit should immediately be lodged with the carrier concerned.
- Morris Fabrications Ltd will not be responsible for any consequential loss, damage or expense incurred by the buyer, however caused.
- Morris Fabrications Ltd are not responsible for any design. Any goods supplied by us are subject to checking by client and/or relevant third party at the clients expense.
- Upon order placement you will be required to indicate if the Goods or Customer Products to which your order relates are intended for use and/or sale for use in a construction setting and therefore require the application of applicable CE markings and, if applicable, it shall be your responsibility to confirm the relevant execution class for which a CE mark is required. Morris Fabrications Ltd shall only apply CE markings to any Goods and/or Customer products if indicated as being required by you and in the execution class you have confirmed as applicable and Morris Fabrications Ltd shall have no responsibility for advising you or determining on your behalf whether a CE mark is required and, if so, which execution class is applicable. Nor shall the application of a CE marking by Morris Fabrications Ltd at our request and/or

based on the information provided by you indicate or imply any liability on the part of Morris Fabrications Ltd for determining that such CE marking is accurately applied or correctly reflects the purpose for which you intend to use the supplied Goods or Customer Products.

- Delivery dates provided by Morris Fabrications Ltd are indicative only and made without obligation. The Purchaser accepts it will have no claims against Morris Fabrications Ltd for failure to deliver goods by any specified date and that late delivery will not provide the grounds for cancellation of any order for goods specially obtained for the Purchaser's order.
- Any advice or assistance relating to our products is given in good faith but without obligation and subject specifically to the exclusion of any liability whatever on our part or on the part of our staff for damages whether direct or consequential. It is the buyer's responsibility to establish the suitability of the product and materials for the purchase for which they are purchased.
- Notwithstanding that the goods supplied to the purchaser by Morris Fabrications Ltd may be for installation at the address of a third party, being a client or associate or franchisee of the Purchaser, it is accepted and acknowledged by the Purchaser that ownership of the goods remains vested in Morris Fabrications Ltd until all amounts owing by the Purchaser shall have been paid for in full. Morris Fabrications Ltd have the right of access to the premises where goods are located in order to remove any goods supplied by Morris Fabrications Ltd whether installed or not. The Purchaser expressly acknowledges his sole responsibility to inform any third party of Morris Fabrications Ltd's rights of ownership, and it is deemed that any such third party has been duly informed.
- The placing of an order with Morris Fabrications Ltd signifies full acceptance of the above Terms and Conditions.