

Vertopia *Trellisworks* - Terms and Conditions

1. In these conditions, Vertopia *Trellisworks* shall be referred to as "The company" or "we", and the person or firm who agreed to purchase the product will be referred to as "the client" or "you". The goods we manufacture and sell will be referred to as "the products".
2. The company may withdraw or amend any quotation at any time prior to our acceptance of your order, which will occur when we issue a written acknowledgement or when we begin to process your order, whichever is the earliest.
3. Quotations are valid for 30 days from date of issue.
4. The client will confirm an order verbally or in writing. Full payment will be required prior to processing of the order for bespoke products. 50% minimum of the full amount will be required prior to processing of the order for the company standard products. Payment facilities may be offered at the company's discretion.
5. Interest will be charged on any outstanding account at the rate of 3% per month at the company's discretion.
6. No order may be cancelled by the client except with the agreement in writing of the company and on terms that the client shall indemnify the company against losses (including loss of profit), costs, damages, charges and expenses incurred by the company as a result of cancellation.
7. Along with the delivery of our product, an instruction sheet can be issued on request for the client's information as guidance for fitting and usage of our product.
8. The company's obligation to the client is limited to repairing, or at its discretion, replacing any defective component and shall not extend to the natural movement or shrinkage in timber, nor any form of neglect or lack of maintenance or unreasonable usage by the client.
9. A quotation never includes delivery charges and fitting of the products at the client site. If the fitting of the products ordered by the client is requested of the company by the client, a separate quotation will be issued in writing by the company.
10. When the fitting of the products is undertaken by a company chosen by the client who is not Vertopia *Trellisworks*, the company cannot be liable for inappropriate assembling or neglect of our products.

11. When the company has agreed to undertake the fitting, the client will be responsible for the safe keeping of the products during the fitting period at the times when the company has notified the client that it shall be off site.
12. Until the company has been paid in full for the products, even though the risk has passed to the client, the title in the products will remain vested in the company until the company has received all sums due from the client to the company. The client will hold products in which it does not have title as bailee for the company and maintain the products in good order. The company has the right to recover the products any time after the date payment is due and to be granted access to do so.
13. The client shall be liable to indemnify the company against losses directly incurred once the order has been placed and work commenced if that order is then cancelled. This may amount to the full value of a product which has been specifically designed for the client.
14. When the company has agreed to assemble the products, it will not accept responsibility for any damage caused to any garden structures, plants, grass or ornaments.
15. All orders accepted and agreements for work and delivery are conditional upon the company being able to secure necessary labour, materials and transport. The company shall not bear responsibility for delays from circumstances beyond its power and while every effort will be made to comply with the quoted anticipated delivery date, time will not be regarded as being of the essence of the contract.
16. The client accepts that some natural oils can discharge from the timber during the first 6-12 months after installation. This is a natural occurrence and generally has not presented any problem. This is not a long term problem as the timber naturally weathers it stabilizes and the residue stops discharging.