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Terms and Conditions

Definitions

“Customer” Means the person, firm or company purchasing the goods and service from Timberfusion Ltd.

“Timberfusion Ltd” Hereby referred to as “Timberfusion”

1. All prices are fixed for acceptance of Timberfusion quotation within 30 days. All quotations are open for acceptance as a whole. Part orders may not qualify for the same rates.
2. Contracts will not come into effect between Timberfusion and the customer until the customer has signed and returned a copy of the order (unaltered) with payment of the full 50% deposit to Timberfusion . Any such contract shall be subject to these and any attempt by the client to incorporate other terms and conditions shall be null and void and of no legal effect.
3. The deposit (50% of the total value of the order) shall be paid at the time of placing the order. The remaining balance of the order value including accrued storage and interest charges shall be payable in the form of cleared funds prior to the delivery of the goods, but no later than one week after delivery of the goods to Timberfusion’s warehouse in the UK, unless otherwise agreed in writing by authorized personnel of Timberfusion. At the request of the customer, Timberfusion will verify whether any named individual has the requisite authority. Timberfusion shall be entitled to withhold delivery until such payment has been made. Payment by cheque will only be effective when the cheque has cleared.
- 4.. In the event that delays on site mean that the goods included in the order need to be stored, Timberfusion includes a maximum of 2 weeks (from arrival) insured storage in our prices. Thereafter the cost of additional insured storage will be charged to the customer at our standard rate. (£250 + vat per calendar month this does not include delivery cost to site)
5. Time of delivery of the goods and/or fitting (including replacements) is not to be the essence of any contract. Any dates given by Timberfusion are the best estimate that can be made and Timberfusion shall not be liable for any loss or damage (whether direct or consequential) caused by delivery or fitting being after the quoted date.

6. Timberfusion will try to fulfil our obligations under this contract within a reasonable period of time. However, any fitting or completion date we give is a guide only and is based upon the information given by you and other information known to us at the time. Timberfusion shall not be held liable for the delay or failure to complete the works caused by events beyond our reasonable control. In those cases we will complete the work as soon as reasonable possible.

7. Customer acknowledges that this agreement involves a special design and custom-built articles from Timberfusion, and therefore, it is not subject to cancellation by Customer for any reason.

8. It is specifically understood and agreed that title, right of possession to, and ownership of all goods and merchandise furnished under this contract and any extra material which may be ordered by Customer shall remain the property of Timberfusion, its assignees or successors, until all payments required to be made herein by Customer have been paid in full.

9. Should at any time the law change in relation to VAT, or in the event HM Customs and Excise ruling that VAT is chargeable on items that Timberfusion zero rated on the customer order, Timberfusion reserves the right to collect the tax due from the customer at any subsequent date.

10. Customer is obligated and responsible to apply for, obtain and pay for all necessary building permits as well as all local borough and council approvals, unless otherwise specified in the contract.

11. This contract does not include any work, material or labour in connection with any excavation, site work, plumbing, electrical, masonry, floor covering, painting or decorating work, unless specifically provided herein. Customer agrees that it shall be responsible to bring the building or the premises to a condition suitable for the installation of work under this contract.

12. It is expressly understood by both parties herein that Timberfusion shall not be responsible for situations created by uneven floors or levels, or walls out of square or plumb, or for variations of size, design or shape of existing or new appliances or by any other situations not covered in this agreement.

13. Timberfusion is not responsible for any violations of building, electric, plumbing, council codes or regulations which may presently exist in the building or premises. Corrections of such violations, should they exist, are not included in the contract price and shall be the responsibility of Customer unless specifically provided herein.

14. Timberfusion shall not be responsible only for such plumbing fixtures, piping and fittings provided by it; and it shall not be responsible for any condition or damage whatsoever which may result to any of the pipes or drains, or their function in the building or the premises resulting from the installation of said plumbing fixtures, piping and fittings, or to any damage which may be caused to any of the property therein.

15. If specifications call for re-use of existing equipment, no responsibility on the part of Timberfusion for appearance, functioning or service shall be implied.

16. When Timberfusion in the performance of this contract, is required to match any material existing on the job as to colour, size or pattern, Timberfusion shall, at its sole discretion, match existing materials as closely as possible. Such provision shall also apply if Timberfusion is called to render service after completion of the job. If any material inside or outside of the subject property which Timberfusion is required to match under the terms of the contract is obsolete and no longer in production, Timberfusion, at its sole discretion, shall match existing material as closely as possible.

17. If no provision is made in this contract for furnishing facilities for increased electric power, any violation which may result will be the responsibility of Customer.

18. All measurements, sizes and dimensions as set forth in this contract are approximate.

19. Installation requires experienced, competent tradesmen. Timberfusion is not responsible for inferior or incorrect installation performed by others.

20. Customer shall pay all monies when due in accordance with this contract and may not withhold any money or payment after substantial completion of the work. Failure to pay will constitute a breach by Customer.

21 Any claim pertaining to the quality of the merchandise or any complaints as to defects must be in writing to Timberfusion within Ten (10) Days after delivery. Timberfusion's liability is limited to repairing or replacing within a reasonable time any merchandise not complying with this contract. It is agreed that if Customer installs any merchandise, or if Customer or its agent or contractor performs any work or labour and should any repair or replacement be required, Customer agrees to remove and replace without cost to Timberfusion all fixtures attached to the surface to be repaired and to put the premises in such condition that Timberfusion may replace defective material or make

22. Designs, illustrations, drawing and the like, whether contained in the Timberfusion specifications or otherwise must be regarded as approximate representations only. The customer must satisfy themselves that the goods are fit for the customer's purpose.

23 . Where Timberfusion has undertaken to provide a design service, the drawings shall remain the property of Timberfusion until a contract of sale is made between Timberfusion and the customer or an agreed design fee has been paid in full.

Agreed and acknowledged:

Timberfusion Ltd

Addendum – Installation Conditions

Dear client:

This is an Addendum to the contract documents in connection with your kitchen order.

Please check off the section that applies to you, and have it signed by all the parties named below.

You are representing to us, Timberfusion, that there will be no additional work required, including but not limited to, work on the walls, floors, door frames, tiling, and window. In this circumstance, one of our architects/designers will perform a full survey of your space and we will order the Timberfusion products in accordance with the design that will have been signed off by you and/or your architect/designer. We will provide you with the necessary mechanical drawings that will outline the location and preparation of the electrical, plumbing and blocking rough-ins. In this connection, we will be responsible for the measurements of your existing kitchen space. Please note that if the electrical, plumbing and blocking rough-ins are not prepared or located in accordance with our mechanical drawings, there will be delays in the installations. We may even have to charge you extra for the extra time spent on the installation at our current standard rate of £40 per hour. During the period of installation, we will need access to an empty room that will serve as storage space for your Timberfusion order and working space for our installers if your kitchen space is not finished.

By signing off on these drawings, you, your general contractor and architect/designer acknowledge that all of you will make sure that your kitchen space will have been prepared exactly and in accordance with the specifications on the drawings prior to our installation date.

One of our architects/designers will conduct a site visit, unless waived, at your expense, approximately one week prior to the initial date of installation to check that the space has been prepared in accordance to the specifications in the drawings.

If there is any deviation from the drawings, we will have the option to either:

a) Postpone the date of installation until your space has been prepared to our satisfaction. We will schedule another site visit, at your expense, to ensure that our installer can carry out his work. Please note that the postponement may involve weeks rather than days due to the fact that our installation schedule is prepared at least two (2) months in advance.

b) Continue your installation as originally scheduled. This will involve a change order for any extra time spent by our installer on site while your general contractor is preparing the kitchen space, by relocating rough-ins, or repositioning walls, or reinforcing wood-blocking, to conform to the agreed upon specifications. Timberfusion's current standard rate in this instance is £40 per hour.

Sincerely,