

Trading with Merritt & Fryers

Terms & Conditions of Sale

Version 1.0

Welcome

Thank you for choosing Merritt & Fryers Ltd.

As an independent, family-owned builders' merchant, we are committed to providing quality products, reliable service and trusted advice. These Terms & Conditions explain how we do business with our customers and form the basis of every quotation, order and sale unless otherwise agreed in writing.

Our aim is to make trading with Merritt & Fryers straightforward, fair and professional. If you have any questions regarding these Terms, please speak to a member of our team who will be happy to help.

1. Definitions

In these Terms and Conditions:

"Company" means Merritt & Fryers Ltd, Firth Street Works, Skipton, North Yorkshire, BD23 2PX.

"Customer" means any individual, firm, partnership, company or organisation purchasing Goods from the Company, whether in-branch or online.

"Goods" means all products, materials or items supplied by the Company.

"Order" means any order placed by the Customer via the Website, by email, by telephone, or in-branch.

"Price" means the price payable for the Goods together with VAT, and any agreed delivery or additional charges.

"Special Order Goods" means non-stock, bespoke, manufactured, machined, tinted, or supplier-direct items ordered specifically for the Customer

2. Basis of Contract

2.1 These Terms & Conditions apply to all quotations, Orders and sales made by Merritt & Fryers Ltd unless otherwise agreed in writing.

2.2 Any terms submitted by the Customer shall not apply unless specifically accepted in writing by a Director of the Company.

2.3 These Conditions apply to all sales and override any terms proposed by the Customer unless expressly agreed in writing by a Company Director.

2.4 Reference to one gender includes reference to the other and neutral.

2.5 Reference to 'in writing' includes communication by e-mail and post. It does not include text messages.

2.6 A contract is formed when the Company accepts an Order, despatches the Goods, or makes the Goods available for collection.

2.7 Quotations are valid for 28 days unless stated otherwise.

- 2.8 The Company reserves the right to withdraw or amend quotations before acceptance.
- 2.9 Product descriptions, brochures, catalogues and website information are provided for guidance only and do not form part of the Contract.
- 2.10 The Company may make reasonable changes to product specifications, packaging or suppliers where these do not materially affect the quality or performance of the Goods.

3. Orders, Prices and Payment

3.1 Orders

- 3.1.1 Orders may be placed in branch, by telephone, email or other agreed electronic methods.
- 3.1.2 The Customer is responsible for ensuring all Order details, quantities and specifications are correct before confirming the Order.
- 3.1.3 Orders for Special Order Goods may require payment in advance and cannot normally be cancelled once procurement or manufacture has commenced.

3.2 Prices

- 3.2.1 Unless otherwise stated, all prices exclude VAT and delivery charges.
- 3.2.2 Prices are based upon supplier costs current at the date of quotation. If supplier costs increase before delivery due to circumstances beyond our control, we reserve the right to amend the Price accordingly.
- 3.2.4 Any clerical or pricing errors may be corrected before invoicing.
- 3.2.5 VAT is charged at the rate applicable at the date of dispatch.
- 3.2.6 Additional Charges may apply for:
- delivery
 - packaging
 - pallets
 - re-delivery
 - storage
 - restocking
 - card surcharges (where applicable)
- 3.2.7 Packaging is at the Company's discretion.
- 3.2.8 Pallet charges may apply and may be refundable only if returned in good condition.
- 3.2.9 Special packaging requested by the Customer will incur Additional Charges

3.3 Payment

- 3.3.1 Cash account purchases are payable at the time of collection or delivery unless otherwise agreed.
- 3.3.2 Credit account customers shall pay in accordance with their agreed credit terms.
- 3.3.3 If payment is overdue, the Company may:
- charge statutory interest and compensation under the Late Payment of Commercial Debts legislation;
 - suspend further deliveries;
 - withdraw credit facilities;
 - require payment in advance for future Orders.
- 3.3.4 Ownership of Goods shall remain with Merritt & Fryers Ltd until payment has been received in full.

4. Delivery & Collection

4.1 Delivery

4.1.1 Delivery dates are estimates only. Whilst we will make every reasonable effort to deliver on the agreed date, time is not of the essence and we shall not be liable for delays beyond our reasonable control.

4.1.2 We reserve the right to make partial deliveries where necessary. Each delivery shall be treated as a separate contract.

4.1.3 Deliveries are made to the address specified on the Order. Unless otherwise agreed, deliveries are made to the nearest safe and accessible point.

4.1.4 The Customer is responsible for ensuring there is safe and suitable access for our delivery vehicles. If delivery cannot be completed due to restricted access, unsafe conditions or the Customer's failure to accept delivery, additional delivery, storage or re-delivery charges may apply.

4.2 HIAB and Assisted Deliveries

4.2.1 Where HIAB or crane-assisted delivery is requested, the Customer must ensure there is adequate access, sufficient unloading space and a safe working area.

4.2.2 Our driver has the final decision as to whether it is safe to unload. If the delivery cannot be completed safely, we reserve the right to abort the delivery and recover any additional costs incurred.

4.3 Collection

4.3.1 Customers collecting Goods are responsible for providing suitable vehicles and ensuring Goods are correctly secured before leaving our premises.

4.3.2 Risk in the Goods passes to the Customer upon collection.

4.4 Inspection of Goods

4.4.1 Goods should be inspected as soon as reasonably practicable upon collection or delivery.

4.4.2 Any shortages, incorrect Goods or visible damage should be reported to us within 2 Business Days.

4.4.3 Goods should always be checked before installation. We cannot accept claims for visible defects once Goods have been installed.

5. Risk & Ownership

5.1 Passing of Risk

Risk in the Goods passes to the Customer upon collection or delivery, whichever occurs first.

5.2 Retention of Title

5.2.1 Ownership of the Goods remains with Merritt & Fryers Ltd until all sums owed to us have been paid in full.

5.2.2 Until ownership passes, the Customer must:

- keep the Goods separately identified;
- take reasonable care of them;
- maintain appropriate insurance where applicable.

5.2.3 If payment becomes overdue, we reserve the right (subject to applicable law) to recover unpaid Goods.

5.2.4 The Company may repossess Goods at any time prior to full payment.

6. Returns & Special Order Goods

6.1 Returns

6.1.1 Returns will only be accepted with our prior agreement.

6.1.2 Goods must be:

- unused;
- in a saleable condition;
- accompanied by proof of purchase;
- carriage paid.

6.1.3 A reasonable restocking charge may apply (typically 20-30%).

6.2 Non-returnable Goods

6.2.1 Unless faulty or supplied in error, we cannot normally accept the return of:

- Special Order Goods;
- machined or cut timber;
- mixed paint;
- made-to-measure products;
- bespoke manufactured items;
- products that have been installed or used.

6.3 Cancellation of Orders

6.3.1 Orders may only be cancelled with our written agreement.

6.3.2 Where cancellation is accepted, the Customer may be responsible for any reasonable costs incurred by Merritt & Fryers Ltd, including supplier cancellation charges, transport costs and restocking charges.

6.4 Special Order Goods

6.4.1 Special Order Goods are purchased or manufactured specifically for the Customer and cannot normally be cancelled or returned once procurement or manufacture has commenced.

7. Product Information & Customer Responsibilities

7.1 Many of the products we supply are natural or manufactured materials and may vary in colour, texture, grain, shade, finish or dimensions within recognised industry tolerances. This includes, but is not limited to:

- timber;
- bricks and blocks;
- paving;
- natural stone;
- tiles;
- decorative products.

These natural variations are not defects.

7.2 Customers are responsible for:

- checking quantities before ordering;
- ensuring the Goods are suitable for their intended use;
- inspecting goods on delivery;
- inspecting products before installation.

7.3 Installation of Goods confirms acceptance of their visible condition unless the defect could not reasonably have been identified beforehand.

8. Warranties, Claims & Liability

8.1 Product Warranties

8.1.1 Where Goods are supplied with a manufacturer's warranty or guarantee, we will pass the benefit of that warranty to the Customer wherever possible.

8.1.2 We warrant that, at the time of collection or delivery, the Goods will substantially correspond with their description and be of satisfactory quality, subject to any natural variations described in these Terms.

8.2 Claims

8.2.1 Any claim relating to defective Goods should be reported as soon as reasonably practicable and include:

- Invoice number;
- Details of the Goods;
- A description of the issue;
- Photographs where appropriate.

8.2.2 We reserve the right to inspect the Goods before accepting any claim.

8.2.3 Goods must not be altered, repaired or disposed of until we have had a reasonable opportunity to inspect them, unless necessary for health and safety reasons.

8.3 Our Remedies

8.3.1 If a valid claim is accepted, Merritt & Fryers Ltd may, at its discretion:

- Repair the Goods;
- Replace the Goods;
- Supply equivalent Goods; or
- Refund the purchase price of the affected Goods.

This will be the Customer's sole remedy in respect of that claim.

8.4 Exclusions

8.4.1 We shall not be liable where defects arise from:

- Incorrect storage;
- Misuse or accidental damage;
- Incorrect installation;
- Failure to follow manufacturer instructions;
- Alteration of the Goods;
- Normal wear and tear;
- Use outside the intended purpose.

8.5 Limitation of Liability

8.5.1 Nothing in these Terms excludes or limits liability for:

- Death or personal injury caused by negligence;
 - Fraud or fraudulent misrepresentation;
 - Any liability which cannot legally be excluded.
- Subject to the above:

8.5.2 The Company's liability is limited to:

- repair,
- replacement, or
- refund of the defective item's Price.

8.5.3 Our total liability shall not exceed the purchase price of the Goods giving rise to the claim.

We shall not be liable for indirect or consequential losses, including loss of profit, loss of business or business interruption.

8.5.4 We shall not be responsible for labour costs, removal costs, reinstallation costs or other consequential expenses unless required by law.

9. General Terms

9.1 Force Majeure

9.1.1 We shall not be liable for any delay or failure to perform our obligations where this results from circumstances beyond our reasonable control, including adverse weather, supplier shortages, transport disruption, industrial action, Government restrictions or other unforeseen events.

9.2 Suspension and Termination

9.2.1 We may suspend deliveries or terminate a Contract if:

Payment is overdue;

The Customer exceeds an agreed credit limit;

The Customer becomes insolvent; or

The Customer commits a material breach of these Terms.

9.2.2 Termination shall not affect any rights or obligations that have already arisen.

9.3 Privacy

9.3.1 We process personal information in accordance with UK data protection legislation and our Privacy Notice.

9.4 Electronic Communications

9.4.1 We may issue quotations, invoices, statements and other communications electronically. Electronic records maintained by Merritt & Fryers Ltd shall be accepted as evidence of such communications.

9.5 General

9.5.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue to apply.

9.5.2 Failure by either party to enforce any right under these Terms shall not constitute a waiver of that right.

9.5.3 These Terms constitute the entire agreement between the Company and the Customer in relation to the sale of Goods.

9.5.4 Neither party may assign its rights or obligations without the written consent of the other, except that Merritt & Fryers Ltd may assign its rights as part of a business transfer or reorganisation.

9.6 Governing Law

9.6.1 These Terms & Conditions shall be governed by the laws of England and Wales.

9.6.2 Any dispute arising from them shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Contact Us

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Customer Trading Guide

Welcome

Thank you for choosing Merritt & Fryers.

As an independent, family-owned builders' merchant, we're committed to making it easy to do business with us. This guide explains the key points of trading with Merritt & Fryers. It is intended as a helpful summary and should be read alongside our full Terms & Conditions of Sale, available on request or on our website.

Ordering

- ✓ Orders can be placed in branch, by telephone or by email.
 - ✓ Written quotations are normally valid for 30 days unless stated otherwise.
 - ✓ Please check all quantities, specifications and delivery details before confirming your order.
 - ✓ Special Order Goods may require a deposit or payment in advance.
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Prices & Payment

Cash Accounts

Payment is required at the time of purchase unless otherwise agreed.

Credit Accounts

Approved credit account customers should pay invoices in accordance with their agreed payment terms.

Late payment may result in:

Statutory interest and recovery charges

Suspension of deliveries

Withdrawal of credit facilities

Delivery

We always aim to deliver on time, however delivery dates are estimates and can occasionally be affected by circumstances outside our control.

Please help us by ensuring:

- ✓ Safe vehicle access
- ✓ Adequate unloading space
- ✓ Someone is available to receive the delivery

Additional charges may apply if deliveries cannot be completed due to restricted access or the site not being ready.

Checking Your Goods

Please inspect your Goods as soon as possible after collection or delivery.

Notify us promptly if you receive:

Damaged Goods

Shortages

Incorrect items

Goods should always be checked before installation.

Unfortunately, we cannot normally accept claims for visible defects once products have been installed.

Returns

We're happy to consider returns where possible.

Please remember:

- ✓ Returns require prior agreement.
- ✓ Goods should be unused and in a resaleable condition.
- ✓ A restocking charge may apply.

The following are generally non-returnable unless faulty:

Special Order Goods

Machined timber

Mixed paint

Made-to-measure products

Bespoke manufactured items

Natural Products

Many of the products we supply are made from natural materials.

Variations in:

Colour

Grain

Texture

Shade

Finish

Size

are normal characteristics and are not considered defects.

Product Suitability

Our team is always happy to offer advice.

However, it remains the customer's responsibility to ensure products are suitable for their intended application and that quantities ordered are correct.

If you're unsure, please ask before ordering—we're here to help.

Our Commitment

At Merritt & Fryers we're proud to provide:

Quality products from trusted suppliers

Competitive pricing

Reliable deliveries

Friendly, knowledgeable service

Practical advice from experienced people

We value long-term relationships with our customers and appreciate the opportunity to support your business.

Need Help?

If you have any questions about your order, delivery, returns or your account, please contact your local Merritt & Fryers branch.

 Telephone: 01756 792485

 Email: info@merrittandfryers.co.uk

 Website: www.merrittandfryers.co.uk

Important

This guide provides a summary of our trading arrangements. All sales are subject to the Merritt & Fryers Ltd Terms & Conditions of Sale, which are available on request or can be downloaded from our website.
