



## Terms & Conditions of Sale

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DCW Polymers Ltd  
Enviro Hub  
Marsh Barton Road  
Exeter  
EX2 8NU

### DCW POLYMERS – TERMS & CONDITIONS OF SALE (FEB 2023)

#### The Company

DCW Polymers is registered in England and Wales – Company Number 14611160 whose registered office address is Enviro Hub, Marsh Barton Road, Exeter, EX2 8NU.

#### The Customer

The corporate entity, firm or individual ordering the goods from the Company. By placing an order, the Customer accepts these Terms and Conditions in full.

#### Prices

Unless stated to be fixed for a stated period, the Company reserves the right to change prices at any time without prior notice. All prices are excluding VAT.

#### Payment

Unless otherwise agreed in writing the Customer agrees to pay the full invoice amount at the point of placing the order.

#### Risk & Title

The risk of the Goods passes to the Customer at the point of delivery. Title and full ownership of the goods will only pass to the Customer on receipt by the Company of all monies due under the order.

#### Delivery

In the event of the product not meeting the customer's requirements, it must be returned to the Company in a re-saleable condition within 30 days of delivery. Depending on the circumstances, a delivery charge and/or re-stocking fee may apply. Please note that personalised or bespoke products made to your requirements are excluded from our returns policy unless faulty.

#### Returns

In the event of the product not meeting the customer's requirements, it must be returned to the Company in a re-saleable condition within 30 days of delivery. Depending on the circumstances, a delivery charge and/or re-stocking fee may apply. Please note that personalised or bespoke products made to your requirements are excluded from our returns policy unless faulty.

#### Damaged & Missing Products

The Customer must make any claims for damaged or missing product in writing within 7 working days of receipt of delivery. The Company reserves the right to refuse any claims made after 7 working days. This does not affect the Customer's statutory rights. In such circumstances, we will either make good any shortage or non-delivery; replace or repair any goods that are damaged or defective upon delivery; or refund to you the amount paid by you for the goods in question. Any credits and refunds will be made only after the Company's receipt and inspection of the goods. Refunds will only be provided using the same payment card used to place the order. The Company reserves the right to refuse the Customer credits and refunds in the event of goods being returned in a used and/or unsaleable condition.

#### Limit of Liability

The Company does not offer any direct or implied guarantee or warranty as to the application or process that its products (furniture, decking, posts, rails, slats) may be used for, nor does it stipulate the applications that they are suitable for. The Company may be asked to offer advice; however, the Customer is solely responsible for ensuring that the product is fit for the purpose or application they intend to use it for. We shall have no liability to pay any money to you by way of compensation other than any refund we make under these conditions. Our liability to you shall not in any event include losses related to any business of yours, such as loss of profits or business interruption; neither will we be responsible to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.

#### Material Characteristics

Our products are manufactured from waste plastic which can, due to their composition, show small amounts of metal fleck, voids and cavities, and variations in colour and texture. None of these effects cause any detriment to the finished product but cannot be avoided when manufacturing from a product that is manufactured from mixed plastic waste. The products can be used as a direct replacement for wood in many applications, but it should be noted that the material properties will be different, so the Customer should satisfy themselves that the product meets their requirements (for example strength, compression, flex, thermal expansion etc). The fixings used in the construction of our products are specified considering their strength, function, and appearance, and we use products that are resistant to corrosion (e.g., zinc coated steel). We cannot offer any guarantee regarding the level or duration of the corrosion resistance.

#### Online Product Images and Descriptions

Images in the company's brochure or on its website may differ slightly from the products supplied. In such an event, the product supplied by the Company will still be fit for the purpose of its intended use. Coloured products are also subject to colour variation. All dimensions given are intended to be used as a guide only. Finished dimensions may differ slightly due to each product being manufactured and assembled by hand.

#### Tax

Please note that all prices quoted exclude VAT.

*Errors and omissions excepted.*

Registered in England and Wales Company No: 14611160 VAT Reg 432710525

Registered Office: Enviro Hub, Marsh Barton Road, Marsh Barton, Exeter, EX2 8NU

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