

<p>1.0 Product</p> <p>1.1 All products should be carefully inspected for defect or damage upon delivery and prior to being laid or fitted.</p> <p>2.0 Product Information</p> <p>2.1 Within Laird, design and development of products is a continuous process, and product information is subject to change without notice. Therefore please check with Laird, to ensure the product information you have represents the most up to date product information.</p> <p>3.0 Installation</p> <p>3.1 All products should be installed in accordance with the latest British Standard.</p> <p>4.0 Colour</p> <p>4.1 Laird produces paving products that combine good colour retention with durability and strength, however as with all concrete products, slight colour variations and/or weathering may occur. Although every effort is made to ensure consistency of product colour, variations between production batches can occur. Laird therefore recommends that when purchasing products, especially in larger quantities they all come from the same batch and that products are thoroughly mixed on site by drawing from a minimum of 3 pallets. With multi blend products we suggest mixing from 3 to 4 pallets.</p> <p>4.2 The colour of new paving blocks will inevitably vary compared to those which have been laid for a period of time.</p> <p>4.3 All colour illustrations in Laird's brochures and other promotional material are as accurate as the printing medium will allow. For a more accurate colour match, please refer to actual product samples available from any Laird stockist or head office.</p> <p>5.0 Efflorescence</p> <p>5.1 Efflorescence is a white crystalline deposit that occurs naturally on the surface of concrete materials. If it occurs, efflorescence may mask the colour of the product for a period of time, but tends to be washed away gradually by rain. Laird use the latest manufacturing technology to reduce efflorescence, however manufacturers cannot eliminate it, therefore Laird cannot be held responsible for the phenomenon of efflorescence inherent in concrete products with high cement content.</p> <p>6.0 Surface Scratches</p> <p>6.1 Minor scuffs or bruises may occur during installation (for example during any plate vibration process and general mechanical handling). These marks usually weather off through time.</p> <p>7.0 Ordering</p> <p>7.1 To avoid waste please ensure that your contractor accurately measures the area on site before ordering products. Over and under ordering is common in the industry. Laird will not accept returns on opened packs. Returns on unopened packs are accepted, however there will be a restocking charge and any haulage costs on uplifting plus initial delivery of the product, must be met by the customer.</p> <p>Made to Order – MTO definition</p> <p>Made to order (MTO) is where the Company manufacture non stock items based on minimum quantities and agreed by the sales team.</p> <p>7.2 Making the Contract</p> <p>7.3 The Company's quotation constitutes an invitation to treat (i.e. a proposal to enter into a contract) and will, unless otherwise stated in the quotation, be open for a period of 90 days beginning with the date of the quotation unless the Company has previously withdrawn it. Any MTO order issued by the Buyer is subject to acceptance by the Company. A contract will only be formed when the Company has accepted the Buyer's MTO order. The quotation, order and acceptance shall together form the contract governed by these Conditions.</p> <p>8.0 Cancellation/Suspension of deliveries</p> <p>8.1 Once the contract is formed, no cancellation by the Buyer is permitted except where expressly agreed by the Company in writing.</p> <p>8.2 The Buyer will in the event of agreed cancellation by the Buyer indemnify the Company fully against all charges costs and losses (including loss of profit) sustained by it as a result of the cancellation. The Company's certificate as to the amount of such loss shall be final.</p> <p>8.3 The Company may without prejudice to its other rights, where the Buyer refuses, is unable or fails to take delivery of MTO Goods by the dates specified in the contract or where no date is specified within a reasonable period either, a: put the MTO Goods into its stock at the Buyer's risk and expense and submit an invoice for payment as though the MTO Goods had been delivered on the date when they were transferred to stock; or b: sell or offer to sell the MTO Goods or any part of them to other interested parties in which case the Company shall be entitled to recover</p>	<p>from the Buyer as liquidated damages the amount of gross profit foregone by the Company on the sale to the Buyer as certified by the Company on the basis of the price that would have applied at the date for delivery.</p> <p>8.4 If any MTO Goods are not sold within a period of 90 days or realise less than their full cost to the Company (including a pro-rata proportion of fixed and variable overheads) within that time, the Company may recover from the Buyer in addition to gross profit as liquidated damages the amount of the cost not recovered by sale as certified by the Company. Upon payment of all sums certified as due to the Company the Buyer shall be entitled to any MTO Goods which have not been disposed of by sale within the period of 90 days.</p> <p>9.0 Product Maintenance</p> <p>9.1 Routine cleaning and maintenance is required to keep the overall appearance of products in optimal condition. This is particularly true of light coloured products that highlight tyre marks and spills hence more maintenance is required.</p> <p>10.0 Manufacturing and Quality Systems</p> <p>10.1 All materials are rigorously tested to ensure that only the best quality products are delivered to our customers. To ensure conformity to the relative harmonised British Standards we test all products in our own onsite laboratory backed up by regular UKAS testing. Our products are CE marked by way of third party accreditation and kite marked from BSI.</p> <p>11.0 Queries and Complaints</p> <p>11.1 Any complaints must be notified to Laird without delay. This must be done by contacting head office on 01307 466577 by informing a member of the sales team. Please have all the product information to hand which is displayed on the packaging. If the product has been laid while the complaint is apparent then Laird in no circumstance will be held liable for any uplift or labour or any costs associated, therefore we urge customers to notify us of any complaint before laying commences urgently. The sales team is also on hand to discuss further product information and other matters.</p> <p>12.0 Pallets</p> <p>12.1 Standard pallets will not be charged, however are returnable and Laird retains the right to collect pallets that no longer bear any products. Where heavy duty pallets are required, this has to be made clear at time of order and there will be a pallet charge.</p> <p>13.0 Guarantee</p> <p>13.1 Our products are produced only to the highest standard and our quality control systems, cover not only all concrete products but aggregates sourced internally from our quarries, allowing us to control the quality process from the very beginning of the supply chain. Our manufacturing process adopts the best technologies on the market ensuring product of the best standard. For 20 years from date of purchase we guarantee the structural integrity of our paving blocks when used in residential schemes, provided they were suitable for use in relation to the relevant project and were installed properly. Any paving block failing to meet our strict standard will be replaced free of charge.</p> <p>13.2 Inherent in manufacturing and distribution a small amount, up to 2% of pieces per project may have some damages or blemishes, which can normally be used for cutting purposes. Laird do not accept liability or any costs associated with defects that amount to 2% or less for a given project. If replacement pieces are offered by Laird then the first 2% will not be included.</p> <p>14.0 Delivery</p> <p>14.1 A standard Laird paving delivery is usually made on a flatbed as products are packed on pallets therefore offloading and stacking is the responsibility of the customer. In the event that a MoL delivery is required Laird will charge extra for this service, unless agreed by the sales team. Where the customer does not stipulate the type of delivery it maybe the case that a MoL lorry delivers the product for logistical reasons (no MoL charge incurred), but Laird cannot guarantee this service unless the customer explicitly requests this thereby accepting the MoL charge this incurs. Loads that are mixed with other products requiring Mol will not be charged extra provided a minimum quantity is ordered of the products not requiring pallets, which has to be agreed with the sales team. Waiting time charges apply equally to flatbed and MoL deliveries as per the standard Terms & Conditions.</p> <p>14.2 vLevel hard standing ground must always be supplied by the customer. Access must be suitable for an arctic lorry. Where access is deemed unsuitable or unsafe by the driver, haulage costs will have to be recovered by Laird. Where small loads are required or there is tight access to the site you can still contact our head office and we can advise which stockists are in your area that may deliver based on smaller lorries.</p>
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