

Terms and Conditions

Policy

Our Marketing policy is one of continuous product development. We therefore reserve the right to alter specifications and prices without notice. All orders are accepted subject to these terms and conditions of sale unless otherwise specified and agreed in writing by Triumph.

Prices

Prices relate to products supplied in standard finishes and fabrics and apply to UK mainland only, and are exclusive of VAT which will be invoiced at the appropriate rate applicable on the day of despatch. It is a condition of acceptance of orders that goods are invoiced at prices ruling at the date of despatch. Triumph reserve the right to add a surcharge on variations to standard finishes and fabrics.

Payment

In the case of all approved accounts, payment strictly nett to be made no later than the last day of the month following the month of delivery. In the event of late payment, Triumph reserves the right to charge interest on overdue accounts at 4% above Lloyds Bank PLC base rate.

Divisibility Clause

(A) The Company reserves the right to make deliveries/and or services by installments and to render a separate invoice in respect of each such installment. (B) If the Company exercises its right to make deliveries/and or services in accordance with sub-paragraph (A) above, then any delay in provision of such deliveries/and or services, or failure to deliver any further installment or installments, shall not entitle the Buyer to reject the Contract or the delivery/service of any other installment or to withhold payment in respect of any installment previously delivered/serviced.

Ownership

Ownership of goods shall not pass to the purchaser until Triumph receives full payment in respect thereof (and in the case of payment by cheque until the same has been honoured). If not withstanding that the ownership of the goods has not passed to the purchaser, the purchaser shall sell the goods in such a manner as to pass to a third party a valid title to the goods. The purchaser shall hold the proceeds of such sale on trust for Triumph. If payment for the goods is overdue in whole or in part or there is any act of proceeding in which the purchaser's solvency is involved, Triumph shall have the right to enter upon the purchaser's premises and remove the goods there from, and for this purpose the purchaser shall keep the goods separate and identifiable until full payment is made.

Risk

Risk of loss or damage to the goods shall pass to the purchaser at the time of delivery to the purchaser. Where goods are lost, damaged or destroyed after delivery and ownership has yet to pass, the purchaser will indemnify Triumph against any loss incurred by it provided such loss, damage or destruction does not result from the negligence of Triumph.

Dimensions

All measurements quoted in our literature are nominal and terms used are those accepted by the trade.

Colour Finishes

All steel products are coated in an epoxy powder finish. All steel internals and Accessories are supplied in Black. All wooden products are provided with a consistent surface colour and finish.

Minimum Order Value

We reserve the right to make an administration charge on orders of a small value. Items that are normally sent by letterpost will be exempt.

Delivery

All deliveries are effected to ground floor entrance only. No liability in respect of damage will be accepted unless written notification is received by us within three days of receipt of goods at the delivery address. We reserve the right to make a charge for excessive waiting time. Direct Delivery (Triumph UK mainland transport routes only) - In the case of approved accounts requesting a delivery to be made to the end customer the following criteria and charges will apply:

Terms of acceptance

Tailgate deliveries Kerbside

Dealer/Installation staff are available to receive delivery

No access or weight restrictions

No parking restrictions

At our discretion within the geographical vicinity of the dealer/installer/distributor

Charges (within normal working hours)

1 - 4 units : £20 per unit

5 - 9 units : £15 per unit

10 + units : Contact Customer Services Dept **20 + units** : Free of charge (confirmation of Customer Services)

Congestion charges, where applicable, will be passed on at cost

Upon request the purchaser will provide assistance in unloading. Where this results in bodily injury or damage which is not attributable to the negligence of Triumph or its employee(s), the purchaser will indemnify Triumph against any claims, proceedings, demands and costs which arise.

Collections - By prior arrangement only

Cancellations - Cancellations or deferment of stock items will be accepted without charge provided Triumph receives written notice at least 7 working days before delivery date. Any cancellation that is accepted by the company outside these terms will be subject to a 20% charge of the net value of the order. Cancellation of special products and colours will not be accepted unless made more than 21 working days prior to the promised delivery date. We reserve the right to recover fully the cost of any materials obtained specifically for the order.

Handling Charge

Selected stock goods on which delivery is refused will be subject to 20% charge of the nett value if due to customer's error.

Installation

(1) It is the responsibility of the supplier/distributor/installer/dealer to install equipment of our manufacture to the user's satisfaction.

(2) If installation is delayed after a booking is confirmed and the fitters are on site, then any return visit to install will be at cost.

(3) It is our aim to deliver orders correctly, but unfortunately there is the rare occasion when we don't get it right. I must respectfully advise that Triumph is unable to cover any other additional costs as this is deemed consequential. There is no warranty covering consequential damages or incidental expenses, and Triumph shall not be liable for any such claim. This does not affect your statutory rights - warranty gives the customer specific legal rights. Providing we give notice Triumph will not be liable for any subsequent installation/labour costs. Cost of removal, installation and shipping of the unit will be at the customer's expense.

Damages and Returns

(1) Liability cannot be accepted for damage or partial loss unless written notice is received within 3 days delivery

(2) Liability cannot be accepted for non-delivery unless written notice is received within 7 days of invoice.

Triumph disclaims any liability for damage or injury arising from the improper use of its products, or for any use of its products which does not conform to safety advice given by the company or its representatives. Triumph reserve the right to alter any specification without prior notice.