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[www.marston-and-langer.com](http://www.marston-and-langer.com)

## WEBSITE TERMS OF SALE

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Glass buildings &  
made-to-order products

## MARSTON & LANGINGER (M&L) WEBSITE TERMS OF SALE

### 1 Definitions

- 1.1 Completion date** the date on which M&L deem the supply of the goods fully or partially complete to M&L's reasonable satisfaction
- 1.2 Conditions** the conditions of sale set out in this document and any special terms and conditions agreed in writing by M&L
- 1.3 Contract** the contract for the provision of the goods
- 1.4 Delivery Date** the date specified by M&L when the goods are to be delivered
- 1.5 Delivery Address** such place of delivery of the goods as set out in the order confirmation or otherwise agreed by M&L in writing
- 1.6 Deposit** any deposit taken for the provision of the goods as set out in M&L's order confirmation or otherwise agreed in writing by M&L
- 1.7 Goods** means the items or products (including any instalment(s) of the goods or any part(s) of them together with any services) you agree to buy from M&L as detailed on the order confirmation or otherwise agreed in writing
- 1.8 Order Confirmation** M&L's written confirmation of order for the goods as provided by M&L to you
- 1.9 Price(s)** the price (including any deposit if appropriate) calculated in accordance with the rates/charges/payment schedule set out in the order confirmation (or when no rates/charge/payment schedule has been quoted a reasonable charge) which unless specified shall include packaging and unless stated otherwise includes VAT and in the case of sales outside the UK excluding all import duties and fees and sales and other

taxes and excluding all and any other matters as set out in clause 4 and M&L's order confirmation

- 1.10 M&L** M&L (including M&L employees, agents, contractors or otherwise) whose address is set out overleaf.
- 1.11 Website** this (and any one or more) website available and accessible from time to time through (including without limitation) [www.marston-and-langinger.com](http://www.marston-and-langinger.com)
- 1.13 You/Your/Customer** The person firm company or party who buys or agrees to buy the goods from M&L

### 2 Conditions applicable

- 2.1** The website is owned and operated by M&L. M&L provide access to the website and sell goods to you subject to these conditions
- 2.2** These conditions constitute a binding agreement between M&L and you which applies to all purchases of goods by you from the website
- 2.3** Please read these conditions carefully before using the website. By purchasing goods from the website you signify agreement to be bound by these conditions
- 2.4** The conditions shall apply to the contract to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply under your purchase order confirmation of order or similar document
- 2.5** Any variation to the conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by M&L
- 2.6** Any representations made by M&L's employees or agents concerning the goods shall not be incorporated into the contract

unless confirmed by M&L in writing and in entering into the contract you acknowledge that you do not rely on and waive any claim for breach of such representations which are not so confirmed

- 2.7** Any brochures website and photographs are intended as a general guide only and any typographical clerical or other error or omission in any sales literature quotation price list order confirmation invoice on M&L's website or other documentation or information issued by M&L shall be subject to correction without any liability on M&L's part unless such correction shall fundamentally alter your rights under the contract to your disadvantage in which case you shall be entitled to cancel the contract without any liability
- 2.8** Any quotation given by M&L may be withdrawn at any time prior to acceptance by you and in any event shall lapse after thirty (30) days
- 2.9** You acknowledge and accept that the purchase of goods from the website is also subject to and governed by the terms of M&L's respective site [Terms of Use](#) and [Privacy Policy](#)
- 2.10** Where applicable (and unless otherwise provided in the conditions) any terms referred to in any order confirmation or other documentation issued by the Company relating to the rights and obligations of the parties to the contract with respect to the delivery of the goods shall have the meaning set out in "Incoterms 2000"

### 3 Contract and orders and specification

- 3.1** When you place an order to purchase goods from M&L, M&L will send you an order acknowledgement (by email or otherwise) confirming receipt of the order and containing the details of the order. This does not mean that your order has been accepted. Your order represents an offer to

M&L to purchase goods which is accepted when M&L send an order confirmation to you (by email or otherwise) confirming that the goods have been dispatched.

- 3.2** The contract will relate only to those goods whose despatch M&L have confirmed in M&L's order confirmation. M&L will not be obliged to supply any other goods that may have been part of your order until the despatch of such goods has been confirmed in a separate order confirmation
- 3.3** M&L reserve the right to make any changes in specification of the goods which are required to conform with any applicable safety or other statutory requirements or which do not materially affect their quality or performance
- 3.4** Where you require the goods to comply with a specification such specification shall be supplied to M&L at the time that you place your order
- 3.5** The goods shall be supplied in such quantities and instalments as detailed on the order confirmation
- 3.6** Any alteration to the contract specification required by you must be notified to M&L before despatch of the goods in which case M&L may at M&L's sole discretion accept such alteration and the contract specification shall be amended accordingly
- 3.7** If such alteration changes any aspect of the order confirmation (including without limitation the price) and is accepted by M&L then M&L will issue a new order confirmation to you
- 3.8** You shall not be entitled to reject the goods by reason only of reasonable variations of dimension, colour or texture from design or other drawings or samples supplied. The final design specification will be based on the working drawings and/or technical information submitted prior to manufacture and these supersede all earlier drawings

and specifications. You should inspect these drawings and immediately advise M&L if they are not acceptable. Any brochures websites and photographs are intended as a general guide only and are for indicative purposes only and may vary from final goods design

*necessary additions shall be charged at the rates prevailing at the date of invoice;*

*(b) Take into account any increase in the cost which is a result of any change in specification of the goods which is required by you or a result of any delay caused by any instructions by you or failure by you to give M&L adequate information or instructions or in consequence of any default by you*

### 3.9 You acknowledge that:

*(a) The disposition shape dimensions materials weights and any other particulars of the goods (and as appear in any website leaflets drawings illustrations or advertisements relating to the goods) are subject to change to reflect improvements and modifications to the goods and that such changes which M&L do not reasonably deem to materially affect the performance (or intended performance) of the goods shall not be deemed as a change to the contract specification;*

*(b) Many of M&L's goods are handmade from natural materials including without limitation glass stone and wood and accordingly that variations in colour grain veining and other natural characteristics are inevitable and that such variations do not materially affect the performance (or intended performance) of the goods and shall not be deemed as a change to the contract specification;*

## 4 Price

4.1 Unless otherwise agreed in writing by M&L the price including VAT but exclusive of related delivery costs to the delivery address, with such delivery costs, being added to the total amount due as set out in the Delivery Guide

4.2 The price of any goods will be as quoted on M&L's site from time to time, except in cases of obvious error

4.3 M&L reserves the right to increase the price to:

*(a) Reflect any taxes or duties which are or may from time to time be levied by any governmental statutory or local authority upon the sale of the goods and any*

4.4 Prices are liable to change at any time but changes will not affect orders in respect of which M&L have already sent you an order confirmation.

4.5 M&L's site contains a large number of goods and it is always possible that despite M&L's best efforts some of the goods listed on M&L's site may be incorrectly priced. M&L will normally verify the price as part of M&L despatch procedures so that where any goods correct price is less than M&L's stated price M&L will charge the lower amount when despatching the goods to you. If any goods correct price is higher than the price stated on the website M&L will normally at M&L's discretion either contact you for instructions before despatching the goods, or reject your order and notify you of such rejection.

4.6 M&L are under no obligation to provide the goods to you at the incorrect (lower) price even after M&L have sent you an order confirmation if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

4.7 Any variations from the agreed design and specification will be confirmed in writing by M&L issuing a new order confirmation for your completion and return and unless otherwise agreed by M&L in writing any costs arising from such variations will be invoiced to you at M&L's standard charge-out rate for services, materials and labour (details of these rates are set out in M&L's order confirmation and/or on M&L's website).

## 5 Payment

5.1 Subject to any special terms agreed in writing between you and M&L and unless otherwise specified in the order confirmation payment for all goods must be by credit or debit card and is due at or after the point at which M&L send you an order confirmation (the 'due date'). M&L will not charge your credit or debit card earlier than the point at which M&L send you the order confirmation. M&L accepts payment with cards as listed on the website checkout. Please note that in accordance with M&L's [Privacy Policy](#), your payment of the price will proceed through a secure payment medium.

5.2 No payment will be deemed to have been made until M&L are in receipt of cleared funds. Any deposit paid by you under the contract is non-refundable unless you are eligible to cancel the contract under clause 9.3 below

5.3 If for any reason (through no fault of M&L) M&L despatches the goods and you fail to make payment on the due date (including without limitation) then without prejudice to any other right or remedy available to M&L, M&L shall be entitled to:

*(a) Cancel the contract or suspend further delivery of goods until all outstanding payments (together with interest accruing thereon) are paid in full;*

*(b) Charge you interest (before and after any judgment) on the amount unpaid at the rate of three (3) percent per annum above the Barclays Bank base rate for the time being in force until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest);*

*(c) Charge for storage fees if you postpone delivery to after the estimated delivery date stated by M&L, or*

*(d) 5.4 Any credit notes issued by M&L must be applied against the price of future purchases within three (3) months of the*

*date of issue unless this time period is extended by M&L in writing*

## 6 Delivery

6.1 Unless otherwise stipulated in the order confirmation the goods will be delivered by an agent carrier or courier

6.2 M&L shall give you reasonable notice of the delivery date(s). Any delivery date(s) and/or time set out in M&L's estimate or order confirmation or other correspondence given to you is approximate only and the M&L shall not be liable for any loss or damage whatsoever (including without limitation loss of earnings and/or opportunity and/or builders painters electricians or any other third parties time contracted in by you) for failure to deliver the goods on such date or for any delays in delivery whether delivery is made by a third party carrier or courier or otherwise.

6.3 If you fail to make all arrangements (without any assistance from M&L unless otherwise agreed in writing) at your expense to take delivery (including without limitation unloading and placement of the goods into your chosen destination room or otherwise within your premises where appropriate) of the goods at any time stated for delivery or fail to give M&L adequate delivery instructions (otherwise than by reason of M&L's fault) then without prejudice to any other right or remedy available to M&L, M&L may at M&L's discretion:

*(a) Store the goods until actual delivery and charge you for all reasonable costs of storage including insurance and transportation;*

*(b) Sell the goods at the best price readily obtainable and (after deducting all reasonable storage and sales expenses) account to you for the excess over the price under the contract or charge you for any shortfall below the price under the contract;*

- (c) Require immediate payment in full as though the delivery and/or installation of the goods had been completed
- 6.4** M&L shall be entitled to deliver the goods (whether under this contract or any other contract) by instalments of any size and in any order although M&L shall endeavour to deliver the goods at dates as close to each other as possible
- 6.5** You shall inspect the goods on delivery and unless you take the following actions you will be deemed to have accepted the delivery in full satisfaction of the order as set out in the order confirmation and free from any alleged defects and/or failure to comply with description that is or ought to be reasonably identifiable at the time of delivery on such inspection:
- (a) You shall endorse M&L or any carrier's delivery note appropriately; and
- (b) Advise M&L immediately by telephone and confirm such a call in writing to M&L; and
- (c) You shall send full particulars of claim to M&L within five (5) days of delivery; and
- (d) You shall permit M&L to inspect the goods within fourteen (14) days of delivery
- (e) You shall be responsible for M&L's reasonable charges in connection with any inspection carried out by M&L following the report of any alleged defect by you except in circumstances where M&L are liable under any warranty or guarantee given by M&L
- 6.6** If you fail to inspect the goods on delivery and/or fail to take the steps set out in clause 6.5 above and/or fail to notify M&L notwithstanding any alleged non-delivery or otherwise defective or not as described goods:
- (a) You shall be liable to M&L for any loss or damage M&L may suffer as a consequence of M&L's resultant omission to notify M&L's carriers or insurers of the non-arrival of the goods;

- (b) You shall be bound to pay for all goods in full
- (c) You may not at M&L's (or any manufacturer's) absolute discretion be permitted by M&L to rely upon any warranty or other guarantee otherwise applicable to you under clause 7 below
- 6.7** You shall ensure that you comply with all relevant health and safety legislation by-laws and other rules and regulations where the goods are to be supplied at your premises. In order to provide the goods to the best of M&L's ability you are required to do the following before M&L supply the goods:
- (a) Inform M&L of any potential hazards whatsoever existing at the premises where M&L are to perform the goods and any particular precautions or special requirements in relation to such hazards of which you are aware or of which you reasonably ought to be aware;
- (b) Obtain permission for M&L to enter any premises belonging to third parties where such access is required in order for M&L to supply the goods
- 6.8** Prior to placing any order and inviting an order confirmation you shall ensure that any goods ordered from M&L will fit into your premises and/or any destination room or otherwise of your choosing and M&L accept no liability for any damage loss claim or otherwise arising from your failure to comply with this clause 6.8
- 6.9** If you do not receive any goods within seven (7) days of the date specified in any despatch note you shall immediately notify M&L in writing of such non-receipt. If you fail to notify M&L you shall be liable to M&L for any loss or damage M&L may suffer as a consequence of M&L's resultant omission to notify M&L's carriers or insurers of the non-arrival of the goods.
- 6.9** Any goods collected by you from M&L's store will only be released to you on sight of your proof of purchase

- 6.10** Unless otherwise agreed by M&L in writing you shall be responsible for obtaining all necessary licences and permissions for the import of the goods into the country of destination
- 7 Warranties and liabilities**
- 7.1** Any warranty terms and periods offered from time to time by M&L to you at M&L's absolute discretion in relation to the goods and as set out in one or more of our websites and/or as attached to these conditions and/or as attached to our order confirmation from time to time will form part of these conditions and will be effective from the completion date to the date on which M&L reasonably deem any such warranty period to expire
- 7.2** Subject to any M&L's warranty terms and any other terms of these conditions (including without limitation clause 6.5(c) above) M&L guarantee that on the contract completion date the goods will correspond with their specification at the time of order confirmation and will be in a satisfactory merchantable condition and if any defects become apparent within any warranty period M&L will at M&L's own cost repair or replace any defective items
- 7.3** (a) M&L guarantee that when the goods leave M&L premises they shall be in satisfactory merchantable condition and if any defects in manufacture become apparent within one (1) year after despatch and arise from faulty materials or workmanship;
- (b) M&L will replace and/or remedy any defects in connection with such goods or at M&L option credit their price to you but M&L may require as a condition of such replacement or credit that the defective goods are re-delivered to M&L undamaged and unused and in original packaging with proof of purchase;
- (c) Replacement of such goods or credit of the price to you shall replace any liability or condition implied hereby or by law as

to their quality or fitness for the intended purpose (to the extent if at all known by M&L). The limits of M&L's liability under this contract shall be the repair or replacement of the goods or credit the price to you

- 7.4** Unless you give notice in writing to M&L of the defect complained of within any warranty and otherwise give notice and follow procedures (including without limitation those set out in clause 6.5 above) in accordance with these conditions you shall be deemed to have accepted any such goods as having been delivered and/or installed in all respects in accordance with the contract and you shall have no further right to recover any compensation.
- 7.5** If either you or M&L are in breach of the arrangements under this contract neither one of M&L or you will be responsible for any losses that the other suffers except for those losses which are a foreseeable consequence of the breach
- 7.6** Any warranty given by M&L is subject to the following conditions:
- (a) M&L shall be under no liability in respect of any defect in the goods arising from any drawing design or specification supplied by the customer;
- (b) M&L shall be under no liability in respect of any defect arising from fair wear and tear wilful damage misuse or alteration or repair without M&L's approval negligence failure to maintain the goods and/or to follow M&L's recommendations (whether oral or in writing);
- (c) M&L shall be under no liability if after delivery the goods are cut or altered or subject to any treatment by any person firm or company other than M&L unless previously agreed in writing by M&L
- (d) M&L shall be under no liability under any warranty if either payments were not made as they fall due or the total price of the goods has not been paid by the due date for payment;

(e) Any warranty is not assignable;

(f) M&L's liability under this contract shall extend only to the manufacture and/or completion and/or supply of the goods and where M&L do not do any one or more of the same you shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to M&L. Under no circumstances shall M&L be liable for any consequential loss suffered by you;

(g) You agree and acknowledge that M&L do not and cannot guarantee that any colour ordered or requested by you (in respect of paint itself or when applied as decoration to any other goods purchased from M&L or otherwise) will accurately match any specimen or sample colour or colour charts supplied by M&L or that any re-order or request will accurately match any previous paint batch and any alleged failure on M&L part in this regard will not be deemed a defect or equivalent under these conditions entitling you to any compensation or other remedy

**7.7** Subject as expressly provided in these conditions and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law are excluded to the fullest possible extent.

**7.8** Where goods are sold under a consumer transaction your statutory rights are not affected by these conditions. In particular M&L do not attempt to limit or exclude liability for any death or personal injury arising from M&L negligence.

**7.9** You shall fully and effectively indemnify and hold M&L harmless against all claims losses costs (including without limitation reasonable legal and other professionals' costs) and expenses made against or suffered by M&L arising from or incurred by reason of any loss injury or damage suffered by you or a

third party arising out of your breach of any term or terms of these conditions and/or the rights of any third parties and/or your use or re-sale (illegal or otherwise) of the goods

## **8 Title & risk**

**8.1** Risk of damage to or loss of the goods shall pass to you upon delivery of the goods

**8.2** Notwithstanding delivery or notification of availability for collection and the passing of risk in the goods or any provision of these conditions property in the goods shall not pass to you until M&L have received in actual cleared funds payment in full of the price of all other goods agreed to be sold by M&L to you for which payment is then due

**8.3** Until such time as the property in the goods passes to you M&L shall be entitled at any time to require you to deliver up the goods to M&L at your expense unless M&L notify you otherwise in writing

## **9 Cancellation/termination/return of goods/refund policy**

**9.1** M&L reserves the right to cancel the contract without any liability if M&L receives unsatisfactory credit references for you or if credit is refused whereupon any monies paid by you will be refunded (without interest) less such reasonable sum for any goods provided

**9.2** Without prejudice to any other right or remedy available to M&L, M&L shall be entitled to cancel the contract or suspend any further deliveries or performance under the contract without any liability on M&L part to you (and if goods and materials are in transit M&L shall be entitled to stop those goods and materials and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary) in the event that:

(a) You make any voluntary arrangement with your creditors or become subject to an

administration order or (being an individual or a firm) become bankrupt or go into liquidation; or

(b) An encumbrancer takes possession or a receiver is appointed of any of your property or assets

**9.3** Where you are a non-trade consumer purchaser, provided that M&L acting reasonably deem that the goods in question

(a) Are not subject to market fluctuations outside M&L control; or

(b) Are not perishable; or

(c) Are not likely to deteriorate or expire rapidly; or

(d) Have not been personalised to your requirements

You may cancel a contract at any time within fourteen (14) working days beginning on the day after you received the goods. In this case you will receive a full refund of the price paid for the goods in accordance with M&L refunds policy as detailed in clauses 9.6 to 9.8 inclusive below. If the buyer shall fail to comply with these provisions the goods shall be conclusively presumed to be in accordance with the contract free from any defect or damage which would be apparent on a reasonable examination of the goods and the buyer shall be deemed to have accepted the goods

**9.4** To cancel a contract you shall inform M&L in writing and return the goods to M&L immediately by special delivery at your own cost and risk in the same condition in which you received them/it including without limitation unused and in original packaging and in re-saleable condition with proof of purchase

**9.5** You shall ensure that all reasonable care is taken of the goods whilst they are in your possession.

**9.6** When you return goods to M&L (for instance, because you have cancelled the contract

between the parties) M&L will examine the returned goods and will notify you of your refund via e-mail or otherwise within a reasonable period of time. M&L will usually refund any money received from you using the same method originally used by you to pay for the purchase. M&L will usually process the refund due to you as soon as possible and in any case, within thirty (30) days of the day M&L received your cancellation request.

**9.7** Subject to clause 6.5 above goods returned by you because of a defect will be refunded in full including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item(s) to M&L.

**9.8** Goods returned by you within the period set out in clause 9.3 above will be refunded in full less the cost of sending the goods to you and less the cost of returning the goods to M&L or M&L collecting the goods from you.

**9.9** Except as provided above you shall not be entitled to cancel the contract unless M&L agree in writing and upon terms that you pay M&L in full respect of any loss (including loss of profits) costs (including the cost of any labour or materials) damages charges and expenses incurred by M&L. If M&L cancel the contract otherwise than provided in this contract M&L must pay you any foreseeable losses or costs you suffer because of the cancellation

## **10 Force majeure**

**10.1** M&L shall have no liability to you for non-delivery or delay in delivery of the whole or any portion of the goods by reason directly or indirectly of riots malicious damage labour disturbances trade disputes government action (including action by any local or statutory authority) fire floods act of God war terrorism strikes or lock-outs fire breakdown of machinery non-delivery or delay in delivery by M&L suppliers of the

goods or material required by M&L failure of M&L's contractors to execute or their delay in executing any work on the goods or any other cause whatsoever beyond M&L's control.

**10.2** In the event of any delay in delivery due to any one or more of the causes set out in clause 10.1 above time for delivery shall be extended until it is practical for M&L to supply though if such time exceeds six (6) months from M&L's dating of the order confirmation either M&L or you may cancel the undelivered portion of the contract by notice to the other in writing.

### **11 Data protection**

By returning any order confirmation to M&L duly completed you allow M&L to use your personal details for the purposes of supplying the goods (including passing your details on to M&L's employees or agents or otherwise (including without limitation M&L's chosen carriers) and for guarantee purposes). M&L may retain your details on M&L's customer database for these purposes and may additionally contact you in the future by ordinary mail to seek customer feedback and/or to inform you of M&L's new similar product offerings. Otherwise, M&L will not use your details for other purposes without asking your consent as required by law

### **12 Intellectual property**

**12.1** You agree and acknowledge that M&L reserves all current and future trademarks design rights logos copyright ideas methods information or know-how (whether registrable or not) and all other intellectual property rights comprised in the goods or in packaging or under labels ("Intellectual Property") other than those belonging to you and any such intellectual property which you may by law acquire will be held by you on trust absolutely for M&L.

**12.2** Except as provided in clause 12.1 above the intellectual property shall remain vested in M&L and you warrant that you will not acquire or seek to acquire any title or other property rights in such intellectual property however and wherever existing

### **13 General**

**13.1** The Site Work Conditions as amended from time to time form part of these conditions

**13.2** Unless you give notice in writing to M&L (prior to M&L sending you an order confirmation) of any particular purpose for which the goods are required you shall be deemed not to know such purpose and for glazed buildings or structures shall assume that they are intended for a non-commercial purpose as a glazed building or structure annexed to a private dwelling house

**13.3** M&L may perform any of its obligations or exercise any of M&L's rights hereunder by ourselves or through M&L's employees agents or suppliers

**13.4** The headings in these conditions are for convenience only and shall not affect the interpretation

**13.5** No waiver by M&L of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or other provision

**13.6** No failure by M&L to exercise any power given to M&L or to insist upon the strict compliance by you with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of any of M&L's rights under the contract

Any competent authority to be invalid or unenforceable in whole or in part holds 13.7 If any provision(s) of these conditions is the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby

**13.8** Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed

**13.9** Except as otherwise provided nothing in this contract shall confer on any third party any benefit or the right to enforce any terms of this contract

**13.10** You shall not assign dispose or otherwise transfer any rights (including without limitation benefits whether relating to any warranty or guarantee or otherwise) or obligations that it may have under the contract to any third party without M&L's prior written consent

**13.11** The contract shall be governed by the Laws of England and subject to the non-exclusive jurisdiction of the English Courts