

# Merlin Metals Terms (2024)

## About Us:

Merlin Metals Limited is a UK-based supplier of metal building products, specializing in standing seam roof panels and related materials. We collaborate with a trusted manufacturer, ensuring quality products for several years. Our focus is on material supply, and we are not currently involved in installations.

## Purpose:

These terms and conditions are intended to define the rights and obligations of the parties involved in the sale of goods via any websites owned and operated by Merlin Metals.

## Contact Information:

Registered Office: Unit 6, Malton Enterprise Park, 6 Cherry Farm Close, Malton, North Yorkshire YO17 6AD

The above address is for correspondence only.

Company Registration: 09827864

Email: mail@merlinmetals.com

## Website Usage:

Our website content offers general information that may change regularly. Accuracy or completeness is not guaranteed by us or third parties. Users are responsible for verifying information for their needs.

## Risk and Liability:

Your use of the website is at your own risk; we are not liable for any damages.

Purchasing goods requires adherence to Merlin Metals' terms and conditions.

## Links and Domains:

Our website may have links to other sites; we're not responsible for any damage caused through these links. Merlin Metals manages multiple websites promoting various brands, subject to the same ordering terms unless specified. Use of trademarks, logos, or brands without our consent is strictly prohibited.

## Product Information:

While we strive for accuracy on our sites, Merlin Metals and its suppliers are not liable for consequences, accidents, or special damages arising from electronic transmissions or inaccuracies in the information. This holds true even if Merlin Metals was aware of the possibility of such damages.

Manufacturer and brand names are used for identification purposes only. Product photos, descriptions, and prices are non-contractual, meaning they are not binding agreements.

## Items We Sell:

The main items we supply are;

Standing Seam Panels, Snap Together Seam Panels

Reveal Wall & Soffit Panels

Metal Wall Capping

Metal roof and wall flashings

Metal Rainwater Goods (Half Round Click Together System)

Custom Metal Rainwater Goods

Metal Swatch Samples

Copper Shielding Mesh

## Training:

Merlin Metals do not offer training services for the installation of our products.

In some cases we may offer some guidance via PDF documents.

However we can refer customers on to a training provider that can provide various training in hard metal roofing.

## Metals:

Greencoat PLX Pural BT

Greencoat PLX Pro BT

Coated Aluminium

Roofinox Stainless Steel

Aurubis Copper

Nedzink

ZM Silesia Zinc

Zintek Coloured Zinc

Corten Steel

Metals in coil format are available contact us.

## **Storage:**

Proper storage is crucial to prevent damage. We do not accept liability for items damaged due to improper storage. Any pallets should be stored on level ground and protected from water because if unprotected it may cause water staining to items like panels or flashings.

When moisture gets between the items surface and its protected wrapper the sun or heat causes the moisture to evaporate which can lead to staining. Merlin Metals accept no liability for items damaged through improper storage.

## **Quality Assurance:**

Customers must report any damage within 24 hours, with photographic evidence. All orders are checked for damage prior to being shipped by 3 people. All products leave the manufacturers fully inspected and in perfect condition. The customer must notify the carrier of even the slightest trace of damage (holes, signs of crushing, etc.) to the delivery, and refuse the delivery if necessary.

No exchanges can be made at a later time for goods claiming to be damaged, during carriage without notification at the time of reception.

## **Ordering Process:**

After order details and pricing are agreed upon, a proforma invoice is issued. Full payment is required before the order is booked for production, a process taking 24-48 hours, sometimes longer. Delivery lead times vary (2-3 weeks), longer during high demand. Thoroughly review and check order details before payment to ensure accuracy.

## **Payment:**

Payment is accepted via bank transfer; card payments are not accepted. Custom orders such as panels, flashings, are non-refundable. Merlin Metals accept no liability for items ordered in error, any additional items required after the order is placed are chargeable along with the delivery cost which can be as much as the initial order delivery cost.

## **Quotation from Architect Drawings:**

Customers often send architects' drawings for a quotation. An estimated total price is provided if the drawings are clear.

## **Total Price Estimate:**

We supply a total figure without a breakdown of items based on the drawings.

## **Provisional Material Schedules:**

If customers want detailed provisional material schedules creating, higher rates apply.

## **Adjustments and Finalisation:**

Provisional schedules display potential elements, with details finalized through necessary adjustments, such as lengths, quantities, drawing dimensions, angles, or other items.

## **Recalculation and Balance Payment:**

The total order price is recalculated based on finalized details. The balance payment figure is presented, which may be less or more than initially stated, depending on adjustments.

## **Order Activation:**

After order details are reviewed, revised, and made production-ready, customers can choose to pay the stated balance. This activates the order within the production queue.

## **Orders Cancelled:**

Only orders that have paid a deposit can cancel within 30 days of provisionally accepting an estimated price.

## **Sales Terms:**

Price rates, available upon request, are subject to change without notice. Quoted prices are valid on the day of issuing the proforma invoice. Merlin Metals reserves the right to adjust prices based on market changes.

## **Quotations:**

When requesting a quotation, specificity is crucial to avoid errors. All quotations from Merlin Metals are based on material schedules confirmed by the customer, whether supplied to us or created by us for customer review and revision.

**Product Samples:**

It's encouraged to request product samples before making a purchase.

**Delivery and Offloading:**

Products are delivered to specified addresses within serviced geographic zones. The delivery cost includes a protected pallet and site delivery but not offloading. It's crucial to have someone available for safe offloading, either by hand within an allocated time slot or with a forklift if available.

**Delivery Updates:**

After placing an order, it may take a few weeks to provide a delivery date update. During this time, the order progresses through the fabrication queue.

**Pre-Delivery Communication:**

Customers are contacted a day before delivery to ensure someone will be present to accept the delivery and assist with off-loading. Alternatively, arrangements can be made for item collection by the customer.

**Damaged Items:**

In case of damaged or faulty items upon delivery, photographic evidence must be sent to [mail@merlinmetals.com](mailto:mail@merlinmetals.com) within 24 hours. If the damage is accepted, replacement items will be sent, with the customer agreeing to load the faulty items back onto the transport.

**Delay or Loss of Goods:**

If there is a delay or loss of goods, an investigation is initiated by the carrier. Efforts are made to locate the delivery, and if unsuccessful, the carrier reimburses Merlin Metals. A new, identical package is then delivered to the customer free of charge.

**Responsibility for Delays:**

Merlin Metals is not responsible for delayed delivery times due to the carrier, adverse weather conditions, or strikes.

**Loss or Damage in Transit:**

Claims for loss or damage must be made within three business days of delivery. Damaged goods must be held for inspection.

**Delivery Errors**

Customers must promptly inform Merlin Metals of any delivery error or non-conformity in goods on the same day or, at the latest, the first business day following delivery.

**Claim Rejection Policy:**

Claims made after the specified time period will be rejected. All claims must be in writing and sent to Merlin Metals' registered office address.

**Compliance Rules:**

Claims not following the defined rules cannot be considered, releasing Merlin Metals from responsibility.

**Return Process:**

In the case of a delivery error or exchange, all goods for exchange or refund must be returned in their original packaging with seals intact and in perfect condition to the address specified on the product sticker.

**Declaration and Consent:**

To have claims accepted, customers must declare returns to Merlin Metals, receiving their consent. If accepted, the customer ships the package to the address specified on the product sticker.

## Installers Directory

Often we are asked if we can supply and install. For the foreseeable future Merlin Metals have no plans to offer install services. However we may publish an installer directory in the future, as an installer if this interests you get in touch.

## Warranty:

Merlin Metals is not the manufacturer. Products come with different warranties, as per manufacturers' terms. For example Greencoat PLX Pural BT comes with a coating warranty of 25 years\* and a technical guarantee of 50 years. Coated aluminium comes with a 15 year\* coating warranty for roofs and 20 years\* for walls with a expected service life of around 40 years.

\*Subject to site location, corrosive environments such as coastal areas may have reduced warranty periods.

## Right to Withdrawal:

Returns are not accepted for bespoke items. Returns must be indicated beforehand. Refunds may be subject to fees.

## Force Majeure:

If either party cannot fulfill its obligations due to circumstances beyond their control, neither party is considered in breach. These unforeseen events, known as force majeure, include acts, events, or accidents that are unstoppable and inevitable, despite reasonable efforts. Examples are strikes, natural disasters, and technological issues.

## Notification:

The party facing delays ("Delayed Party") must inform the other party ("Affected Party") within ten business days of learning about the force majeure event.

## Discussion and Agreement:

Unless hindered by force majeure, both parties will meet within three months to assess the impact and agree on how to continue the contract. If the force majeure persists for over one month, the affected party may terminate the agreement.

## Non-Waiver:

If a party doesn't enforce a right or require strict compliance with the terms, it doesn't mean that the party is giving up the right to demand strict compliance later on. Failure to exercise a power or insist on strict compliance does not waive the right to do so in the future.

## Domains:

Merlin Metals Limited operate a number of website domains to help promote the products we supply these include but are not limited to [snaplockseam.co.uk](http://snaplockseam.co.uk), [merlinmetals.com](http://merlinmetals.com), [stspanels.com](http://stspanels.com), [roofkit.co](http://roofkit.co), [standingseamroof.uk](http://standingseamroof.uk)

## Data Protection:

Any personal data you share with us is solely used to process your orders. We handle this data in line with the principles of data protection as defined in the Data Protection Act 2018.

## Applicable Law:

These terms are governed by English law. Any disputes are subject to the exclusive jurisdiction of English courts.

## Disclaimers:

Prices and supply subject to fluctuation and availability. Quotations valid for 30 days. Additional costs may apply due to Brexit or coronavirus-related issues.

Merlin Metals Limited operates solely as material suppliers and does not engage in installations. While our commitment extends beyond our primary scope whenever possible, we expressly state that we are not responsible for calculating the precise requirements of a project.

Prior to placing an order, customers are strongly advised to thoroughly review all details provided in the quotation. It is essential to independently verify the accuracy of items, quantities, dimensions, and drawings. Any errors detected after the commencement of production will incur additional charges for the required materials, including associate delivery fees.