

Terms (2023 Updated)



Merlin Metals Limited are suppliers of metal building products, we currently do not offer installation services.

If you are an installer and wish to be added to any future directory of installers we publish. Send an email to mail@merlinmetals.com for more info

Our products are made in the UK by leading manufacturers who then ship to our customers.

Introduction

The term "Merlin Metals" or "us" or "we" refers to the owner of the website, Merlin Metals Limited whose registered office is:

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

Merlin Metals Limited with the company registration number 09827864, being registered in England and Wales with the contact email address mail@merlinmetals.com

The content of the pages of Merlin Metals websites are for your general information and use only.

They are subject to change without notice, potentially on a weekly or daily basis, as we develop the sites.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.

You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that products, services or information available through this website meet your specific requirements.

Unauthorised use of this website may give to a claim for damages and/or be a criminal offense.

Any purchase of goods requires the customer consults and accepts the following terms and conditions of Merlin Metals Limited who shall be referred to below as Merlin Metals.

Ordering Overview

After the details of an order have been established and a price agreed upon we issue customers with a proforma invoice that must be paid in full before the order can be booked into the system.

Booking normally takes around 24-48 hours but can take as long as a week.

From having the order booked in lead times for delivery to site start at around 2-3 weeks, however can be longer during times of high demand.

It is important to read and check the order details to ensure you know what is being ordered and are happy to proceed with the payment.

Payment

Payment is required by bank transfer, we do not accept card payments.

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.

For example if an order is short on panels and requires the same size protected pallet to delivery the items to site.

Most of the items sold by Merlin Metals are bespoke made to order products to which a refund option is not available. Customer must ensure they are ordering correctly because items cannot be returned because of a change of mind.

In the event items are faulty or damaged after opening a delivery, they must be photographed and the evidence sent to mail@merlinmetals.com within 24 hours.

If the damage is accepted replacement items will be sent if the customer agrees to load the faulty items back onto the transport that delivers the new items.

Delivery Information

Products are delivered to the address specified by the customer on the quotation and only to geographic zones that we service.

The delivery cost includes protected pallet and delivery to site but not offloading. When delivery is due it is important someone is there that can off load safely either by hand or with a fork lift truck.

When placing an order be sure to add a note as to the off loading method, Along with any access restrictions that might limit the type of vehicle which can make the delivery.

Storage

Once orders are delivered to site it is important that they are stored correctly. 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 causes the moisture to evaporate which can lead to staining. Merlin Metals accept no liability for items damaged through improper storage.

Delivery Date

After placing an order it may take a week or two provide an update on the delivery date. During these weeks the order will be progressing up the fabrication queue.

We will let you know more information about a delivery date as soon as it becomes available. A few days before delivery is due customers are contacted, possibly by the manufactures we work with, to make sure someone will be there to accept the delivery and offload.

In some cases it can be arranged for items to be collected rather than delivered to site.

Order Quality



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.

As with any shipment, a delay or loss of goods is possible. In such a case, the carrier shall start an investigation. Every effort is made, for as long as necessary, to find the delivery.

If the delivery is not found, the carrier will reimburse Merlin Metals, who will deliver a new, identical package to the customer free of charge.

Merlin Metals shall not be held responsible for delayed delivery times due to the carrier, including for the loss of goods, bad weather or strikes.

Loss or Damage in Transit

Merlin Metals will not be responsible for damage or loss of goods or part thereof in transit or for any discrepancy between the goods delivered and the goods ordered unless the customer gives written or emailed notice of a claim to Merlin Metals and the carrier within three (3) business days of delivery.

In the event of damage of goods or part thereof in transit or for any discrepancy between the goods delivered and the goods ordered, the customer must hold the goods and make them available for inspection or collection by Merlin Metals or its representatives on request

Delivery Errors

The customer must inform Merlin Metals immediately (the same day or, at the latest, the first business day following delivery) concerning any claim of delivery error or non-conformity of goods, in kind or in quality, compared with the information stated during the transaction.

Any claim made after this time period will be rejected.
All claims must be made in writing and sent to the Merlin Metals trading address.

Any claim that does not respect the rules defined above cannot be taken into account and releases Merlin Metals of any responsibility to the customer.

In the case of delivery error or exchange, all goods to be exchanged or refunded must be returned to Merlin Metals in whole, in its original packaging with any seals fully intact and in perfect condition to the address specified on the product sticker.

For claims to be accepted, the customer must first make a declaration to Merlin Metals concerning any returns and receive Merlin Metals consent. If accepted, the customer will ship the package to the address specified on the product sticker.

Shipping fees shall be at Merlin Metals expense, except in the case where the goods do not correspond to the original declaration made by the customer concerning the return.

Sales Terms

Quotations

Price rates are available upon request and are subject to change without notice.
Prices quoted are valid on the day of issuing the proforma invoice only.
Merlin Metals reserve the right to change prices as needed to reflect the changes in the market.

When requesting a quotation it is important to be very specific to avoid errors.

Quotation from drawings

Often customers wish to send architects drawings in order to get a quotation.
In some cases we can produce an estimate or valid quotation from drawings if they are clear enough. If a project is too complicated for us to quote or of a substantial value we may refer the order on to our suppliers to process directly.

In such cases we will email a total price but not a complete breakdown of items.

If a detailed break down of items is required we charge a fee to provide a materials take off.. It can take a lot of time to go over drawings and produce a detailed quotation. Often this has led to other companies or individuals using our efforts for their own ends. Or for example to shop around for alternative prices based on the detailed quotations we have previously sent. This is why we now charge a fee if customer wish to see a full breakdown of items that were produced from working with drawings.

Confirming Order Details

All order details must be checked first by the customer before committing to buy, ideally by the person who will be in charge of installing the items so they can ensure both the right materials are ordered and in the right quantities.

The fastest and most accurate way to get a quotation from us is to provide a clear and concise materials schedules which can be found and downloaded via the documents area at merlinmetals.com

Be sure to include the postcode for delivery along with the roof pitch for each slope that requires panels and flashings.

Samples

Prior to placing an order it is important to confirm the metal finish selected is acceptable. Metal swatch samples can be requested to compare and confirm the right finish.

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.

Order Confirmation



All contractual information will be entered into the systems of Merlin Metals and confirmed by email to the address specified by the customer during the purchasing act or by other means such as telephone or letter

Proof of Transaction

The records stored in Merlin Metals Limited computer systems under reasonable safety conditions are considered proof of communications, purchase orders, invoices and payments made between the parties.

Purchase orders and invoices are stored on a reliable and durable system and can be produced as evidence. Once payment has been made by the customer it forms a legally binding contract of sales.

By making payment you thereby accept these terms and conditions.

Product Information

Every effort has been made to ensure the accuracy of the information presented on any of the sites owned and operated by Merlin Metals.

Merlin Metals or its suppliers shall not be held liable for the consequences, accidents, or special damages arising from electronic transmissions or the accuracy of transmitted information, even in cases where Merlin Metals was aware of the possibility of such damages.

Manufacturer and other brand names are only used for identification purposes.

Product photos, descriptions, and prices are non-contractual.

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 (Box Gutters, Ogee, Square, Half Round)
- Metal Swatch Samples
- Copper Shielding Mesh

Metals

The main metals we can supply products in are;

- 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.

Validity Period of Offer and Prices

Quotations provided to the customer are generally valid for 30 days, however.

Our offers and prices are valid on the day of publishing but all order prices are subject to change without notice.

All orders undergo a final price check to allow for other price variables such as material price fluctuations, delivery, discounts or additional manufacturing costs.

Customers can request access to product samples, prior to making payment and being bound by these terms.

Warranty

The customer is expressly informed that Merlin Metals is not the manufacturer of the goods presented in any of the web-sites owned and operated by Merlin Metals and that Merlin Metals shall not be held liable for defective goods.

In the case of damage to a person or property resulting from a product defect, only the product manufacturer shall be held liable and sought after by the customer, by means of the information provided on the packaging of said product.

Products sold by Merlin Metals come with different warranties.
The warranties are according to the terms provided on the manufacturers websites.

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.

Websites

Merlin Metals operate a number of websites through which we promote our brands as well as brands owned by our suppliers. All products promoted via any of the sites we manage are subject to the same terms ordering terms as stated in this document unless otherwise stated.

Site Links

The website domains we own may contain links to other websites, we accept no liability for any damage cause through such links.

Content

The content on Merlin Metals websites is subject to change without notice and may be updated daily. We accept no liability for errors or content which has not been updated to the latest information.

Advertising

Merlin Metals have to date only stuck with promoting particular products and do not have any intention of placing an array of other advertisements within our sites.

However we are interested in potentially listing other companies products if they are relevant but not the same as what we already promote.

We would look to do this either on a commission basis or for a set amount to rent particular domains.

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.

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.

Place of Business

Merlin Metals registered office address is

Unit 6 Malton Enterprise Park
6 Cherry Farm Close
Malton
North Yorkshire
YO17 6AD

The above address is for correspondence only.

Our contact number is 01653489780

Our contact email is mail@merlinmetals.com

Right to Withdrawal

Due to the bespoke nature of Merlin Metals products, returns of some items are not accepted unless exchanging for equal items should the item sent be found to be defective.

All returns must be indicated beforehand to Merlin Metals.

All goods must be returned to the return address specified on the product sticker.

The cooling off period and right to cancel does not apply to purchase orders for any goods made to customers specifications, such as roof & wall panels or bespoke gutter systems, topclip capping or other metal flashings.

Other product items which are complete and unused goods in perfect condition for resale will be accepted. No refunds or exchanges will be made for incomplete, damaged or unsealed goods, including damage to original packaging. The customer can exercise this right to withdrawal without penalty, excepting the return fee for the goods.

If the right to withdrawal is exercised for applicable products, Merlin Metals will make every effort to refund the customer within 14 days from the date of cancellation, minus any cancellation or transport fees or within 30 days if the materials have been delivered and then sent back.

Right of Use

The use of any trademarks, logos or brands present on the site is strictly forbidden without prior consent from Merlin Metals.

Force Majeure

Neither party will be deemed to be in breach of any of its obligations under the agreement as a result of any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the parties' control. A force majeure event includes, but is not limited to, any unforeseeable, inevitable, or unstoppable act, event, non-happening, omission or accident beyond the control of either party, despite all reasonable efforts made to the contrary. In addition to events usually recognized by the British courts, a force majeure event includes in particular (without limitation) the following: Strike, lock-out, earthquake, fire, storm, flood, lightning, explosion, viruses, impossibility of the use of public or private telecommunications networks or internet services.

In such circumstances, the party delayed or unable to perform ("Delayed Party") shall notify the other party ("Affected Party") within ten (10) business days following the date such events become known.

Unless prevented due to force majeure, both parties will meet within three months to examine the impact of the event and agree to the conditions under which the contract shall be continued. If the force majeure lasts longer than one (1) month, this agreement may be terminated by the injured party.

Partial Invalidity

These terms and conditions remain valid and in force, even if one or more clauses are invalid or declared so under any law, regulation or following the final decision of a competent court.

Non-Waiver

No failure of either party to exercise any power given to it in these terms and conditions or to insist upon strict compliance by the other party with its obligations hereunder shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Data Protection

All personal data you provide us is used to process your orders. This data will be treated in accordance with the Data Protection principles outlined in the Data Protection Act 2018.

Applicable Law and Competent Jurisdiction

In form and content, these Terms and Conditions shall be governed by and construed in accordance with English law.

All orders placed on any of the websites owned and operated by Merlin Metals strictly imply the acceptance of Merlin Metals terms and conditions.

In case of dispute or claim, the customer agrees to seek an amicable solution with Merlin Metals before proceeding with any legal action. In the event where such a solution cannot be found, any disputes concerning the sale (price, Terms and Conditions, products, etc.) will be subject to the exclusive jurisdiction of the English courts.

Disclaimers



Price & supply of goods subject to fluctuation & availability at the time of order. Conditions of sale available on request. Delivery, duties & taxes excluded unless specified. Quotations valid for 30 days unless specified above.

Brexit Clause: The UK has now left the European Union, however there are still concerns that material adverse effects could arise in particular with regard to, but not limited to, VAT, customs issues, additional taxes, applicable statutory provisions regardless of an agreed Brexit deal or 'no deal'. Merlin Metals reserves the right to pass on any additional costs to its customers and if necessary add such costs to existing quotations/orders. Merlin Metals will not accept liability for any import/production delays which may impact on customers delivery dates.

Coronavirus Clause: The coronavirus (also known as COVID-19) is reportedly impacting global manufacturing, transportation and cross-border supply chains underpinning many aspects of international trade and commerce. Merlin Metals will not accept liability for any import/production delays which may impact on customers delivery dates, as a result of the current outbreak.