

APPLICATION TO OPEN A CREDIT ACCOUNT

Trading Name and Trading Address for invoicing purposes: -----

----- Postcode: -----

Tel No: ----- Fax No: ----- Email -----

Nature of Business: ----- No. of Years Trading ----- Yrs ----- Mth's

Accounts Contact: ----- Tel No: ----- Email -----

Credit Limit Required: £----- Anticipated Monthly Spend: £-----

Company Registration No: ----- If not Limited, Partners Name and Home Address:

- 1)-----
- 2)-----
- 3)-----

Please attach your letter head with this application.

REFERENCES *Please note, Builders Merchants will not give Trade References.*

Trade Reference (1) Name and Address:-----
:-----
:-----
Postcode: ----- Tel No: ----- Fax No: -----

Trade Reference (2) Name and Address:-----
:-----
:-----
Postcode: ----- Tel No: ----- Fax No: -----

Trade Reference (3) Name and Address:-----
:-----
:-----
Postcode: ----- Tel No: ----- Fax No: -----

Bank Account No: ----- Sort Code: -----

I hereby consent for Exmoor Fascias Ltd, to approach my bank for a reference. Signed: -----

Please Note: **CREDIT TERMS ARE STRICTLY NET 30 DAYS**

I ACCEPT EXMOOR FASCIAS LTD TERMS AND HEREBY APPLY FOR A CREDIT ACCOUNT.

Signed: ----- Date: -----

Print Name: ----- Position: -----

Please return to: Exmoor Fascias Ltd,

OFFICE USE ONLY:

Rolle Quay

Credit Limit: -----

Barnstaple

Approved: -----

Devon EX31 1JE

Dated: -----

PLEASE COMPLETE IF YOU ARE A LIMITED COMPANY ONLY

EXMOOR FASCIAS

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CONSERVATORIES

ROLLE QUAY, BARNSTAPLE, DEVON, EX31 1JE

TEL: 01271 321600 FAX: 01271 321700

ACCOUNT REF: -----

PERSONAL GUARANTEE

I -----

(PRINT FULL NAME)

of -----

(HOME ADDRESS)

(POST CODE)

Offer my personal Guarantee to pay Exmoor Fascias Ltd, Rolle Quay, Barnstaple, EX31 1JE, on all future outstanding debts in the company name of:

(LIMITED COMPANY NAME)

(COMPANY REGISTRATION NUMBER)

SIGNED: -----

PRINT NAME: -----

DATE: -----

WITNESSED BY:

SIGNED: -----

PRINT NAME: -----

ADDRESS: -----

DATE:-----

EXMOOR FASCIAS

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CONSERVATORIES

ROLLE QUAY, BARNSTAPLE, DEVON, EX31 1JE

TEL: 01271 321600

FAX: 01271 321700

Dear Sirs

STATUS ENQUIRY REQUEST

We request your opinion as to the means and standing of:

NAME:

A/C NUMBER SORT CODE

ADDRESS

.....
.....

and their / his trustworthiness in the way of normal business engagements to the extent of £

.....

CONSENT

I / We consent to Bank plc providing a reference on me / us to Exmoor Fascias Limited, Rolle Quay, Barnstaple, Devon. EX31 1JE.

Signed Date

(For and on behalf of)

We enclose our cheque for £ in payment of your tariff for this service.

Yours faithfully

For and on behalf of Exmoor Fascias Limited

CONDITIONS OF SALE TRADE CUSTOMERS (SUPPLY ONLY)

1. Interpretation

1.1 In these Conditions:

'BUYER' means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions.

'SELLER' means Exmoor Fascias Ltd, whose trading address is at Rolle Quay, Barnstaple, Devon. EX31 1JE.

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

'CONTRACT' means the contract for the purchase and sale of the Goods.

'WRITING' includes telex, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any Documentation, sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.6 The Seller may require the Buyer to pay a non-refundable deposit being a sum in part payment of the Goods and if so requested the deposit shall be paid within the period specified by the Seller.

3. Orders and Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including all measurements and any applicable specification) submitted by the Buyer, and for the accuracy of any necessary information relating to the Goods.

3.2.2 The Buyer shall be solely responsible for complying with any statutory requirement which may be in force from time to time in respect of the proposed use of the Goods including obtaining planning consents and building regulation approval.

3.2.3 Should the Buyers specification of the Goods not conform with the Seller's own product technical specification then:

3.2.3.1 The Seller reserves the right to refuse to supply the Goods and in such a case the Contract shall be cancelled and the Seller shall have no further liability to the Buyer:

3.3 The Buyer shall be solely responsible for ensuring that the Goods (including any parts, materials or equipment comprised in the Goods) are suitable for the proposed use of the Goods taking into account the environmental conditions to which the Goods shall be subject.

3.4 The quantity, quality and description of and any specification for the Goods shall be those set out in the Contract and/or acknowledgement of order.

3.5 If purchasing glazed Goods the Buyer must ensure that all glass and glazing has been ordered in accordance with BS6262: Part 4 as updated from time to time: 1994. Any Buyer purchasing unglazed products must glaze in accordance with BS 6262: Part 4: 1994 and BS 6262: 1982 as updated from time to time.

3.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.7 No order which has been accepted by the Seller may be cancelled by the Buyer accept with the agreement in Writing of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. Price of the Goods

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by the instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex-works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises and during the Seller's normal delivery schedule, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay the Seller.

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5. Terms of Payment

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the price of the Goods shall become due for payment when the Seller notifies the Buyer that the Goods are ready for collection or, where the Seller has agreed to deliver, upon delivery to the Buyer.

5.2 Stock Items: All accounts are NETT 30 Days. We reserve the right to charge interest at comparable rates and to withdraw credit facilities and supplies if accounts become overdue.

5.2.1 Special Orders: Payment falls due upon the Goods arriving in stock and are invoiced to the customer accordingly. Deposit payments on special order Goods may be requested.

5.3 The time of payment of the price shall be of the essence of the Contract, Receipts for payment shall be issued only upon request.

5.4 The Buyer shall not be entitled to delay payment for the Goods by reason of:

5.4.1 any alleged defect in the Goods under the Contract; and

5.4.2 any alleged breach by the Seller of any other Contract between the Seller and the Buyer.

5.5 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.5.1 cancel the Contract or suspend any further deliveries / collections to the Buyer;

5.5.2 appropriate any payments made to the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.5.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 8 per cent per annum above National Westminster Bank PLC base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and

5.5.4 charge the Buyer a reasonable charge not exceeding £20.00 for each letter or communication sent to the Buyer demanding payment.

5.6 Full title and ownership of all goods supplied, to include stock items or special order items remains with the Seller until the goods are paid for in full. Full title and any relevant guarantees will not pass to the Purchaser until all sums due are settled in full, including, without limitation all arrears and interest charges due.

6. Delivery

6.1 Delivery of the Goods shall be made when the Seller makes them available to the Buyer or its agent or any carrier at the Seller's premises or other delivery point agreed by the Seller.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any loss whatsoever suffered by the Buyer as a result of any delay. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.5 If the Buyer fails to collect or take delivery in accordance with the provisions of the Contract, the following provisions shall apply:

6.5.1 the Buyer will bear the risk of any loss or damage to the Goods.

6.5.2 the Seller shall make such arrangements as it thinks fit for the Storage of the Goods until they are collected but shall not owe the Buyer any duty of care in making those arrangements and shall not be liable to the Buyer for any loss, damage to or deterioration in the Goods caused by the storage.

6.5.3 the Buyer will reimburse the Seller all costs and charges incurred by the Seller in connection with the Storage of the Goods.

6.5.4 the Seller may treat the Contract as repudiated by the Buyer's breach and may make such arrangements as it thinks appropriate to dispose of the Goods and this includes selling the Goods at the best price reasonably obtainable or scrapping the Goods if in the Seller's opinion a purchaser of the Goods is unlikely to be found;

6.5.5 the Buyer will in any case be liable and compensate the Seller for any losses and costs incurred by the Seller as a result of the Buyer's breach or the termination of the Contract.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business on condition that all proceeds are held in trust for the Seller in a separate account.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8 Warranties and Liability

8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for the period as specified in the manufacturers schedule and shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.2 The above warranty is given by the Sellers subject to the following conditions:

8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification or inaccurate information supplied by the Buyer.

8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, lack of maintenance misuse or alteration or repair of the Goods without the Sellers approval;

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8.2.3 the Seller shall be under no liability whatsoever for minor imperfections arising during the manufacturing process in respect of glazing materials or if the Buyer shall not have observed the Sellers glazing instructions set out in condition 3.5;

8.2.4 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.5 the above warranty is not assignable or transferable to any third party.

8.2.6 the above warranty does not extend to any defects or damage arising out of incorrect or sub-standard installation of the Goods.

8.2.7 the above warranty does not extend to minor adjustments and/or minor cosmetic defects in the Goods.

8.3 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 2015), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Rights Act 2015) the statutory rights of the Buyer are not affected by these Conditions

8.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods (including the glazing materials or claims for shortages of any parts comprised in the Goods) or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller in Writing within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure;

8.5.1 If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.6 Any of the Goods in respect of which the Buyer makes a claim hereunder shall be preserved by the Buyer in tact and at its risk for a period of 28 days from notification of the claim within which time the Seller or its authorised agent will have the right to investigate the complaint and inspect the Goods.

8.7 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Sellers sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

8.8 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

8.9 Any test or inspection in addition to that required in the Buyer's specification shall be conducted at the Seller's works and the Buyer shall pay the Seller's reasonable charges for the same.

8.10 The Seller shall not be liable for any delay in performing any of its obligations under the Contract if such delay is caused by circumstances beyond the reasonable control of the Seller who shall be entitled to a reasonable extension of time for the performance of its obligations.

9. Insolvency of the Buyer

9.1 This clause applies if:

9.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, 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.

10. General

10.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.2 No waiver by the Seller of any breach of the Contract by the buyer shall be considered as a waiver of any subsequent breach of the same or any other provision. All orders are subject to these terms and conditions of sales and the placing of an order by the Buyer shall be considered as acceptance of these terms and conditions. These terms shall not be modified unless Exmoor Fascias Ltd. ("the company" or "the Seller") agrees in writing.

No person has authority on behalf of the Company to vary any condition except a Director of Exmoor Fascias Ltd..

I/We agree to accept the above terms and conditions and have received a true copy.

Buyer Signature _____

Name Block Letters _____

Date _____

¹ In processing your application for credit facilities we make enquiries of credit reference agencies or other third parties who may record these enquiries. We may also disclose information about the conduct of your account with us to credit reference agencies or other third parties. The information obtained may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.

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Dear Account Customer

We would like to send invoices, statements and details of new product ranges by way of email, where possible.

Please complete and return the form below, or email karen@exmoorfascias.co.uk to confirm that we have the correct email address for you.

Many thanks

Michele and David Muir

I / we are happy to receive all future invoices and statements by way of email

I / we are happy to receive details of new product ranges and services by way of email

Please confirm the email address you would like us to use:

_____ @ _____

Tick if you prefer **not** to receive your invoices and statements by way of email.

Tick if you prefer **not** to receive details of new product ranges by way of email.

Tick if you prefer to receive details of new product ranges by way of post.

Signed for & on behalf of: _____

Print Name: _____ Company Name: _____ A/C Ref: _____

(Your Account Ref. can be found in the right hand corner of your invoice or statement)



TRADE CUSTOMER PRIVACY NOTICE

Exmoor Fascias Limited takes privacy very seriously. This notice explains how we use the personal information you provide to us in your trade account application form or otherwise and that we obtain through third party sources, including how we share it with third parties.

How we use your personal information

We will only use your personal information for the following purposes:

1. To administer and manage our relationship with you, including setting up and maintaining your trade account facility;
2. To process orders from you for goods and services and send invoices and statements;
3. To deal with any enquiries we receive from you;
4. For the purposes of any corrective action (including a product recall) which may be required in respect of any of the products we supply to you;
5. To comply with applicable laws, regulations and rules;
6. To provide you with details of our product ranges, services and promotions;
7. To notify you of changes to what we do;
8. To make checks of credit reference agencies from time to time (for example, when you complete your trade application form, or if you want to amend your credit limit);
9. For the purposes of recovery of a debt in case of non-payment.

In connection with these purposes, we may share your personal information with third parties that perform services on our behalf, such as business partners including credit reference agencies, tracing agents, fraud sharing organisations, in each case within the European Economic Area and the UK.

We may also disclose your personal information to third parties in other circumstances, in particular:

- If we are under a duty to disclose or share your personal information to comply with any legal obligation, or to enforce or apply our terms and conditions of trading and other agreements;
- To protect the rights, property, or safety of Exmoor Fascias Limited, our staff, our customers, or others;
- In response to a request from a governmental authority (including a regulator);
- If we sell or buy any business or assets, in which case we will disclose your personal information to the prospective seller or buyer of such business;

If necessary for debt recovery purposes, we may also obtain additional information about you beyond that provided in your trade application form from credit reference and tracing agents.

Our legal basis for these uses of your personal information may include that:

- (a) It is necessary for our legitimate interests in operating our business and/or providing you with goods and services;
- (b) it is necessary for the performance of contracts to which you are a party with us.

Keeping in touch with you

From time to time we would also like to keep in touch with you by email or post to provide details of our new product ranges and services.

If you are happy to be contacted in this way, please complete the attached form to remain on our email / mailing list and indicate your preferred method of contact or email us with your preference at david@exmoorfascias.co.uk .

Your rights in relation to your personal information

You have various rights under data protection law regarding the processing of your personal information, including rights to:

- Request access to personal information we hold about you and details of our processing of your personal information;
- Request us to correct inaccurate personal information;
- Request us to delete personal information in certain circumstances;
- Receive your personal information in a format suitable for transmission to a third party;
- Object to and/or restrict the processing of your personal information (including profiling on certain grounds)
- Object to the processing of your personal information for direct marketing;
- Object to any decision about you based solely on automated processing (including any profiling) that produces legal effects or otherwise significantly affects you:
- Lodge a complaint with the UK Information Commissioner's Office.

You can make a request to us in relation to these rights at any time by contacting us at david@exmoorfascias.co.uk. Any information to which you are entitled will be provided within a reasonable timeframe, subject to the exemptions stipulated in applicable data protection laws.

How long do we retain your personal information?

We will not keep your personal information longer than is necessary, taking into account information needed for product guarantee or recall purposes, applicable legal requirements and limitation periods.

How to contact us

If you have any queries about how we use your personal information, you can contact us via email at david@exmoorfascias.co.uk or write to us at:

FAO: David Muir
Exmoor Fascias Limited
Rolle Quay
Barnstaple
EX31 1JE