

Modell Ost

Miniatur Lokomotive, Strassenbahn u. Wagenbau

Terms and Conditions

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Proprietor - Francis Samish

1 Estimates for Kit Builds

- 1.1 All estimates for kit construction given will be for build labour only. Packing, shipping/postage charges are not included.
- 1.2 Additional items required to complete a build – e.g. motors, wheels, gears, other drivetrain components, R/C gear, batteries, detail fittings, paint etc. – will need to be purchased by the customer.
- 1.3 If I need to buy such items in specifically for your build, I will – at my discretion – fund these from your 50 per cent advance payment (see also 2 Advance Payments).
- 1.4 All build hours are recorded. If it happens that the actual time taken to build your model is less than my original estimate, then I will reduce the final payment required upon completion accordingly.

2 Advance Payments

- 2.1 I ask for a 50 per cent advance upon my original estimate for a kit build, before I commence work on a model.
- 2.2 The 50 per cent advance on a build will be held, and only drawn upon, once a model is ready for delivery. This ensures that if – for any reason – I am unable to complete your build, your advance can always be repaid. (see also 1.3 Estimates for Kit Builds).

3 Scratch Building Projects, Repairs/Modifications to Existing Models, Custom Parts, Pattern Making

I can only undertake these on a time and materials basis.

4 Build Overruns

It may be that I find that a kit requires additional work over and above that envisaged by the kit manufacturer or designer, to produce a model of the standard that I feel comfortable with supplying. In such cases, I will contact you. At that point, you can decide whether to -

- 4.1 Terminate the build, and accept the part-built model as it stands. I will only ask you to pay for the work so far done, which in some cases may amount to less than that of your 50 per cent advance.
- 4.2 Continue with the build until the number of hours I spend on the model reaches the total number of hours allowed for in my original estimate, again accepting the part-built model as it stands.
- 4.3 Continue with the build, and once the amount of hours originally allowed for has been used up, pay for any additional work needed to bring it to completion, on a time and materials basis.

5 Payments

Payment will be required in full, less any advances already paid, but including any packing, shipping/postage fees, before a model will be despatched..

6. Warranty

- 6.1 I check each model before it is shipped. Any operational or cosmetic faults – e.g. details breaking off as a result of not being properly secured – that occur within 12 months of purchase, will be rectified without charge.
- 6.2 Warranty repairs will normally require returning the model to me at Modell Ost. Return shipping to be at your cost, and in the original protective packaging that the model was sent out to you.
- 6.3. My warranty does not cover batteries
- 6.4. Unfortunately, I cannot accept liability for repairs under warranty where -
 - 6.4.1 Damage has been the result of neglect, misuse, careless handling or storage.
 - 6.4.2 You, or someone else, has made an attempt to rectify a fault within the 12 month warranty period, without first contacting me for advice, or permission to work upon the model.

7 Law

- 7.1 Any disputes will be subject to English law.
- 7.2 Advance payments made in respect of an estimate given, imply acceptance of these Terms and Conditions.

Last revision date – 16.03.16