

ACCOUNT APPLICATION FORM

Company Name.	
Address.	
Post Code.	
Telephone No.	Fax No.
E-Mail Address.	Website.

Names of Directors or Partners.		
Company Registration No.	Company VAT No.	
Date Incorporated.	Last Accounts Filed.	
Purchase Ledger Contact.	Accounts Direct Dial (if app).	
Bank Name & Address.		
Account Name.	Sort Code.	Account No.

Trade Reference 1.	Trade Reference 2.
Company Name.	Company Name.
Postal Address.	Postal Address.
Telephone No.	Telephone No.

Credit Limited Required.	Accounts Contact.
We understand that your credit terms are strictly 30 days nett from the date of invoice and agree to the 'Terms & Conditions of Sales' of Auto Doors & Shopfronts UK Ltd.	
Signed	Date
Title:	

Terms & Conditions Supply Only

This website is operated by ADSF UK LTD As user of this website you acknowledge that any use of this website including any transactions you make is subject to our terms and conditions below (which includes any other important hyper-linked sections e.g. Returns & Refunds Policy, and Privacy Policy.

Read through these terms and conditions carefully before using this website; print a copy for future reference. Also read our Privacy Policy section regarding your personal information.

We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website, it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website.

Order Process

All orders that you place on this website will be subject to acceptance in accordance with these terms and conditions. The 'confirmation' stage sets out the final details of your order. Following this, we will send to you an order acknowledgement email detailing the products you have ordered. Please note that this email is not an order confirmation or order acceptance from ADSF UK LTD

Acceptance of your order and the completion of the contract between you and us will take place on dispatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it (please refer to Returns & Refunds Policy)

Delivery

We make every effort to deliver goods within the estimated timescales; however delays are occasionally inevitable due to unforeseen factors. ADSF UK LTD shall be under no liability for any delay or failure to deliver the products within estimated timescales.

Risk of loss and damage of products passes to you on the date when the products are delivered or on the date of first attempted delivery by courier

Payment

We take payment from your card at the time we receive your order, once we have checked your card details and stock availability. Goods are subject to availability. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the goods.

The price you pay is the price displayed on this website at the time we receive your order apart from the following two exceptions:

The product is unsuitable, every order is checked. If there is a problem with your order then you will be contacted by an advisor.

While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or canceling it.

If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Payment can be made by any method specified on the website homepage. For information about secure on-line ordering see Privacy Policy. Title to any products you order on this website shall pass to you on delivery of the products provided that we have processed and received payment in full.

All prices are plus VAT at the applicable current rates.

Payment for account customers become due 30 days following end of month by BACS

Warranty Failed Products

All products purchased from this website carry a full 12 month warranty. Should any parts fail or break down during this period, we will offer a full repair or replacement following the return and inspection of the faulty product. Any returned product or products that are found to be faulty due to misuse and abuse or incorrect fitting or installation will not be replaced without further charge. ADSF UK LTD will not be responsible to cover cost for postage or courier when faulty parts are returned and replaced.

Returns, Cancellations and Substitutions

In the unlikely event that you receive faulty or damaged goods, please contact us by phone and confirm by fax or email within 24 hours. Return the faulty or damaged goods back to our Bristol dispatch centre. Sometimes the product specifications from the manufacturer may change, in which case we will do our best to offer you a substitute of the same or better quality at the same price. Where applicable, you may cancel your order in accordance with your rights under the Distance Selling Regulations (see the Returns and Refunds Policy page for further details)

Intellectual Property

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials or content made available as part of your use of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorized by us or our licensors.

You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this

website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Liability and Indemnity

Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law. Subject to Section G1 above, ADSF UK LTD will use reasonable endeavors to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website.

ADSF UK LTD will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and ADSF UK LTD accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

Subject to Section G1 above, other than as expressly provided in these terms and conditions with respect to specific products and except for the exclusive remedies set out at Section E above, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law. Subject to Section G1 above, ADSF UK LTD will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:

- 1) Economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings)
- 2) Or loss of goodwill or reputation; or;
- 3) Special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

Notwithstanding the above, subject to Section G1 ADSF UK LTD aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.

This clause G does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorized access to information provided by you.

Miscellaneous Provisions

The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract. We have selected our products on the basis that they will be used for domestic and commercial use only.

ADSF UK LTD shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

To provide increased value to our customers, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (1) the privacy practices of such websites, (2) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (3) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by ADSF UK LTD

ADSF UK LTD reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party. If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999) except:

- 1) ADSF UK LTD (as defined below) shall have the right to enforce any rights or benefits under these terms and conditions;
- 2) ADSF UK LTD shall have the right to enforce and take the benefit of the rights or benefits of any limitation or exclusion or limitation of liability in these terms and conditions;

3) A person who is a permitted successor or assignee under Section H8 above of the rights or benefits of these terms and conditions may enforce such rights or benefits.

4) No consent from the persons referred to in Section H9 is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favor of such third parties).

No delay or failure by ADSF UK LTD to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorized representative of ADSF UK LTD

These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and ADSF UK LTD relating to the use of this website (including the order of products) and sets forth the entire agreement and understanding between you and ADSF UK LTD for your use of this website.

We recommend you print out a copy of these terms and conditions for your future reference. If you have any questions regarding the ADSF UK LTD website please see the Contact section for more information and full contact details.

TERMS AND CONDITIONS OF SALES

1. GENERAL

- (a) The seller means Auto Doors and Shopfronts UK Ltd and the purchaser means any company, firm or individual purchasing the supply of goods, or the performance of services from the seller.
- (b) All orders are accepted subject to the following conditions which shall form part of and govern the contract of sale. Any variation of these conditions in any document of the buyer is inapplicable unless accepted in writing by the seller.
- (c) No variation may be made to the contract of sale except by agreement in writing by the seller.
- (d) The placing of an order following the seller's quotation shall not be binding on the seller unless and until accepted by the seller in writing.
- (e) By ordering goods from the seller the buyer will be deemed to have accepted that these conditions take precedence over any other conditions contained on or in any letter, acceptance form or the like in connection with goods or services so ordered.

2. PRICES

- (a) Unless specifically agreed in writing all prices are offered on fluctuating basis using NEDO Formulae method with a base date one month prior to date of quotation.
- (b) Prices quoted are exclusive of value added tax unless specified in quotation.

3. PAYMENT - APPROVED ACCOUNTS ONLY

Net 30 days from date of invoice. Interest of 3% above Nat West Bank base rate is payable on amounts due for any period in excess of 30 days from date of invoice. The interest is due for the period from the 30th day until payment is received, both dates inclusive. In the event of non payment we shall be entitled to either suspend deliveries, terminate any outstanding contracts, claim damages for breach of contract and/or pursue any other legal remedy.

- (a) Where the contract provided for delivery of goods only each consignment shall be invoiced separately and payment therefore shall become due 30 days from date of invoice sent
- (b) Where fixing forms part of the contract payments are to be made monthly during the progress of the work to the value of the work completed including the value of any goods delivered to site or held in storage off site.
- (c) Where provision is made for payment on the Certificate of an Architect, Engineer, Surveyor, Contractor or other person, such payment shall be made within fourteen days of the issue of such Certificate. Failure by any party to comply with this procedure shall immediately render the invoice due for payment in accordance with Clauses (a) and (b) of this Condition.
- (d) If buyer is unable to accept goods on agreed delivery dates, then the seller reserves the right to invoice the value of such goods and storage costs of same.
- (e) All prices quoted are nett unless otherwise stated where a discount is shown if payment is not received within the period stated then the discount is withdrawn and interest may be charged upon the amount outstanding.
- (f) Deposits may be required if you are a non account customer/new customer, remaining balance will then be payable 30 days nett following installation. This is subject to a satisfactory credit check. Should your credit check not be successful we will require full remaining balance prior to installation. N.B. if orders are cancelled deposits are non refundable.

4. Retention of Title

Ownership of the goods remains with us and shall not pass to the buyer until the buyer has made payment for those goods, and any other goods we have supplied in full. If the buyer is overdue in paying for any goods or if the buyer becomes insolvent or enters into receivership, administration or liquidation we will recover the goods and resell them. We will enter the premises for the purpose and if necessary detach or remove the goods from other goods. This does not affect any of our other rights.

5. Property In Goods:

The property in any goods supplied shall not pass to the Purchaser until payment for all such goods and work done under the Contract shall have been made in full in accordance with the agreed terms of payment.

6. Delivery and Completion Dates:

- (a) Delivery and completion dates will be calculated from the final approval of manufacturing drawings and receipt of all information necessary to enable the seller to carry out the work under the Contract.
- (b) Delivery and completion dates given on quotations are in good faith as an estimation only and are not binding on the seller.
- (c) The seller shall not be liable for any loss or damage whether direct or indirect or consequential on in whatsoever way arising which is or might be occasioned to the buyer or to any purchaser from him or customers of his arising out of or in any way due to any delay or default in delivery of any goods or completion of work under the contract however caused.
- (d) The seller shall be entitled to make partial delivery of the goods unless otherwise agreed in writing.
- (e) In the case of partial delivery of goods the buyer will not be entitled to treat the delivery of faulty goods in any one installment or The late delivery of any one installment as a reputation of the whole contract.

7. Delay:

No liability will be accepted for any failure of, or delay in, performance which is due wholly or partially to restriction by Government or other competent authority strike lock-out failure by suppliers to supply raw materials or to any other cause whatsoever outside the seller's control.

8. Warranty:

- (1) In lieu of any warranty implied by law the following provisions shall have effect:
 - (a) The seller will make good by replacement or repair any defects in goods supplied under this Contract which appear in the case of supply only contracts within 12 months from the date of delivery in the case of supply and fixing Contracts within 12 months from the date when the same were fixed. Warranty will not cover minor adjustments, servicing or replacement batteries. Please ensure
 - (i) The goods are of the seller's manufacture.
 - (ii) That such defects are due solely to faulty workmanship or faulty goods.
 - (b) Where goods are supplied which are not of the seller's manufacture the seller will accept liability only to the extent of the suppliers indemnity to the seller
- (2) The foregoing shall be the limit of the seller's liability and the seller will not in any circumstances be liable for any loss, damage expenditure direct or indirect incurred by reason of such defect.

9. Third Party Liability:

The buyer shall indemnify the seller against any claims whether brought against the buyer or against the seller. Under the National Insurance (Industrial Injuries) Act 1946 or other Statute or at Common Law by any person other than an employee of the seller and arising from any causes other than the negligence of the seller's employees.

10. Compliance with Official Requirements:

The buyer shall be solely responsible for compliance with all statutes, orders, decrees, regulations, by-laws, or other requirements of any competent authority and for procuring any necessary authorisation or licence.

11. Drawing:

All illustrations, drawings and other technical literature accompanying this quotation or contained in catalogues, price lists or advertisements, must be regarded as approximate representations only, and are not binding in detail unless stated to be so in the quotation. All particulars of the goods offered are stated in good faith as being approximately correct, but deviations therefore shall not vitiate the Contract or be made the basis of any claim against the seller. Design may change, subject to site conditions.

12. Site sizes:

Unless specifically stated in writing the seller has not included in our quotation for taking of site sizes.

13. Change in batch Quantities

Changes In Batch Quantities may result in an increase in unit prices with possible days in delivery

14. Glass and Glazing:

Glass and glazing are not included in the price unless otherwise stated. When glass and glazing are included the seller's responsibility ceases as soon as the glass is glazed in accordance with BS6262.

15. Fixing (English Practice):

Where the price quoted includes fixing, glazing or other operations requiring the presence of the seller's employees on the site, the following conditions shall apply.

- (a) No liability whatsoever shall attach to the seller in respect of work carried out otherwise than under its direct supervision.
- (b) Work will be carried out during normal working hours and all overtime worked at the request of the buyer shall be chargeable to and payable by the buyer.
- (c) The price does not include, unless otherwise expressly stated, the cost of receiving and unloading, safe suitable storage, distribution to the respective floors or roofs: the provision of necessary suitable scaffolding and lifting gear; hoisting; making good or any other builders work. All such work shall be carried out, and all such goods supplied by the general contractor or otherwise free of charge to the seller.
- (d) The seller shall be provided on the site free of cost with all necessary scaffolding facilities.
- (e) The price does not include materials for bedding of cills unless expressly stated.
- (f) All preparation for fixing must be exactly as detailed on Architects/Engineers drawings or alternatively as amended and detailed on the seller's approved working drawings, and must be completed before fixing commences.
- (g) The site shall be put and maintained in such a condition as is necessary to comply with the Factory Acts and regulations made thereunder (free of cost to the seller). Immediately upon reporting to the site the seller's employees shall be informed by a responsible person duly authorised in that behalf of all matters of which they are required to be informed under the said Acts and regulations.
- (h) The seller cannot be held responsible for any damage to buildings during removal of existing windows/doors or fixing of new items. (i) Where the seller's work necessitates access to this inside of a building, then rooms must be vacated and furnishings removed to give the seller sole access until completion of work.
- (j) Where the seller is offering a fixing price to an occupied building the seller's quotation does not include for any protection unless otherwise stated.

16. Factories Act:

The buyer shall provide at his own cost all equipment and facilities necessary on the site to ensure compliance with any statutory regulations for the time being in force under the Factories Acts or otherwise and shall if so required by the seller produce the necessary Certificates to this effect.

17. Programme of Work:

A complete programme of site work shall be agreed as soon as possible after acceptance of the order. Any changes to this programme must be agreed in writing and the seller will require 14 days clear notice before he commences fixing.

18. Clear Site:

This Quotation is made on the understanding that a clear site with adequate working space will be given and that the seller's quotation assumes continuity of work in one visit in normal working hours and that all necessary services will be provided free of charge to the seller.

19. Delays by other trades:

No allowance is made for delays caused by other trades and time lost because of such delays will be charged at daywork rates.

20. Work of preceding trades:

The seller's prices are based on the understanding that if the work of preceding trades is found to be outside agreed tolerances or at variance with details on approved drawings any time spent by fixers marking out for alterations, or any delay caused to the seller's fixing thereby, will be charged at daywork rate and may extend the fixing programme.

21. Determination of Contract:

If the buyer shall make default in or commit a breach of the contract or of any other of his obligations to the seller, or if any distress or execution shall be levied upon the buyer's property of assets, or if the buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition of receiving order in bankruptcy shall be presented or made against him, or if the buyer is a limited company and any resolution or petition to wind up such company's business shall be passed or presented, or if a receiver of such company's undertaking, property or assets of any part thereof shall be appointed, the seller shall have the right by written notice to the buyer to determine this and/or any other contract then subsisting between the buyer and the seller and/or suspend further deliveries of goods under this and/or any other contract between the buyer and the seller. Such right shall be without prejudice to any other claim or right the seller may otherwise make or exercise.

22. Notices

Notices required to be given to the seller must be sent to the address stated on the front of this document. Notices required to be given to the buyer will be sent to the address specified by the buyer for consignment of the goods unless a different address is specified for this purpose by the buyer.

23. Law

Auto Doors Shopfronts UK Ltd, reserves the right to amend these terms conditions, and the contract shall be subject to and construed in accordance with English Law and the buyer is deemed to submit to the non-exclusive jurisdiction of the High Court of Justice of England.