

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 supplier's 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.