

1. Interpretation

1.1. In these conditions:-

“**Buyer**” means the person who buys or agrees to buy the Goods / Services from the seller;

“**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 / Services;

“**Delivery Date**” means the date specified by the seller when the Goods / Services are to be delivered;

“**Goods / Services**” means the Goods / Services which the seller is to supply in accordance with these conditions;

“**Seller**” means Window and Door Solutions Ltd (registered in England and Wales under number 4845813);

“**Writing**” includes facsimile, E Mail or comparable means of communication;

2. Basis of the sale

2.1 These Conditions shall apply to all Contracts for the sale of Goods / Services by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, or similar document.

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

2.3 The Seller’s employees or agents are not authorised to make any representations concerning the Goods / Services 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 / Services 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 recommendations which is not so confirmed.

2.5 All quotation’s are compiled using information available at the date of issue, should the specification to the quote need to be altered for any reason, the Seller reserves the right to amend any quotation to meet those needs.

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, invoice or other documentation issued by the Seller, shall be subject to correction without any liability on the part of 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 authorized representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods / Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods / Services shall be those set out in the Seller’s quotation (if accepted by the Buyer) or the Buyer’s order (if accepted by the Seller).

3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on 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. Terms of Payment

4.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, Cash sale Buyers will pay the Seller a 50% deposit with order and the balance on completion of Contract.

4.2 Subject to any special terms agreed in Writing between the Buyer and the Seller, Account holder Buyers will pay the Seller the price of the Goods / Services (less any discount to which the Buyer is entitled), 30 days from the date of the Seller’s invoice. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

4.3 Unless otherwise agreed in Writing by the Seller, the Buyer shall not be entitled to set off against any monies due to the Seller under the Contract, any amount claimed by or due to the Buyer whether pursuant to the Contract or any other account whatsoever.

4.4 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:-

4.4.1 Cancel the contract or suspend any further deliveries to the Buyer.

4.4.2 Appropriate any payment made by the Buyer to such of the Goods / Services (or the Goods / Services 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

4.4.3 charge the Buyer interest (both before any judgement as well as after) on the amount unpaid, at the rate of 4% above the Bank of England base rate, until payment in full has been made (a part of a month being treated as a full month for calculating purposes).

5. Delivery

5.1 Delivery of the Goods / Services shall be made at the Buyer’s address on the agreed Delivery date, unless otherwise agreed in Writing. The Buyer shall make all necessary arrangements required to accept the Delivery on the agreed Delivery date. If no Delivery date is specified on the Contract the Buyer shall be bound to accept the Goods / Services when the same are ready for Delivery by the Seller, the Seller shall be under no obligation to deliver the same until the expiry of a reasonable time from the date of the Contract.

5.2 Any dates quoted for Delivery of the Goods / Services are approximate only and the Seller shall not be liable for any delay in Delivery of the Goods / Services however caused.

5.3 Any costs incurred due to the Buyer’s failure to take delivery of the Goods / Services or failure to give the Seller adequate delivery instructions then without prejudice to any other right or remedy available to the Seller, the Seller may:-

5.3.1 charge all expenses incurred during said delivery

5.3.2 sell the Goods / Services at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6. Risk and Property

6.1 Risk of damage to or loss of the Goods / Services shall pass to the Buyer:-

6.1.1 in the case of Goods / Services to be delivered to the Buyer’s premises risk will pass upon delivery

6.1.2 in the case of Goods / Services to be installed on site risk will pass upon works completed on a daily basis

6.2 Notwithstanding delivery and the passing of risk in the Goods / Services, or any other provision of these conditions, the property in the Goods / Services shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods / Services and all other Goods / Services agreed to be sold by the Seller to the Buyer for which payment is due.

6.3 Until such time as the property in the Goods / Services passes to the Buyer, the Buyer shall hold the Goods / Services as the Seller’s Fiduciary agent and bailee, the Goods / Services shall be properly stored, protected and insured and identified as the Seller’s property, but the Buyer shall be entitled to resell or use the Goods / Services in the ordinary course of its business.

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

6.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods / Services 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.

7. Warranties and Liability

7.1 Subject to the conditions set out below the Seller warrants that the Goods / Services will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from date delivery.

7.2 The above warranty is given by the Seller subject to the following conditions:-

7.2.1 the Seller shall be under no liability in respect of any defect in the Goods / Services arising from any drawing, design or specification supplied by the buyer;

7.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller’s instructions (whether oral or written), misuse or alteration or repair of the Goods / Services without the Seller’s approval;

7.2.3 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 / Services has not been paid by the due date for payment;

7.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller;

7.3 Any claim by the Buyer for defective Goods / Services must be made in Writing to the Seller within 7 days from date of delivery. If the Buyer fails to notify the Seller accordingly, the Buyer shall be bound to pay the price of the Goods / Services as if the Goods / Services had been delivered in accordance with the Contract.

7.4 Where any valid claim in respect of defective Goods / Services meets clause 7.3, the Seller shall be entitled to replace the Goods / Services (or the part in question) free of charge or, at the Seller’s sole discretion, refund to the Buyer the price of the Goods / Services (or a proportionate part of the price), but the Seller will have no further liability to the Buyer.

8. Insolvency of Buyer

8.1 This clause applies if:

8.1.1 the Buyer makes 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 purpose of amalgamation or reconstruction); or

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

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

8.1.4 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.

8.2 If this clause applies then, without prejudice to any 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 / Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9. General

9.1 For the purpose of The Contracts (Rights of Third Parties) Act 1999, these conditions do not create any right or remedy enforceable by any person other than the Buyer and the Seller. This condition does not affect any right or remedy of a third party that exists or is available apart from that act.

9.2 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.

9.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected

9.4 The Seller may sub-contract part or the whole of its obligations under any Contract concluded under these conditions

9.5 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the exclusive jurisdiction of the English Courts.