

## **1: DEFINITIONS**

In these conditions the following expressions shall have the following meanings (i) 'The Company' shall mean **CHILTERN DOOR SYSTEMS LTD** and also where the context so permits assigns and its sub-contractors for the said company. (ii) 'The purchaser' shall mean the person, firm or company with whom the contract is made and who shall not assign in whole or in part the contract or the management or supervision thereof without prior agreement in writing of the Company (iii) 'The Goods' shall mean the articles, supplies, services or other things provided by the Company under the terms of the contract.

## **2: GENERAL**

Unless previously withdrawn the Company quotations are open for acceptance for the period stated therein or, when no period stated, for ninety days only from the date of quotation. (ii) All quotations issued by the Company are subject to these conditions and in the case of any inconsistency with any order or instructions placed on the Company by the Purchaser the provisions of these conditions shall prevail unless expressly varied in writing and signed by a director (iii) In the event of the Purchaser's order being made subject to the Purchaser's standard conditions not expressly and specifically put forward as a modification to these general conditions of sale, the Purchaser's conditions shall not apply and the Purchaser's response to the Company quotation shall be accepted only in accordance with these General Conditions of Sale.

## **3: ACCEPTANCE OF ORDERS**

(i) No order shall be binding on the Company unless and until all of the following conditions have been fulfilled (a) The Purchaser's order confirmation has been received (b) The deposit (if required) has been received by the Company (c) Full instructions, information and approvals enabling the work to proceed have been received by the Company. (ii) The contract will include only such goods/service/works as specified in the quotation.

## **4: PAYMENTS**

(i) Customers to whom credit facilities have been granted must settle Accounts within **30 days net** from invoice date, unless otherwise specified by the seller. (ii) There will be a charge of £10 made on each occasion for any cheque rendered in payment to be re-presented or is initially refused. (iii) The seller may charge interest on any overdue account at Barclays Bank, plus 3% from the due date for payment until the date of payment. (iv) **All queries must be registered at Chiltern Door Systems within 14 days from the date of invoice.** If at any time an invoice is in query, it will not entitle the customer to withhold payment for any other invoices.

## **5: VARIATIONS**

Variations to any order or contract will be the Company's option subject to agreement price and in advance of any works being undertaken.

## **6: PRICES**

(i) Unless otherwise agreed by the Company in writing the price payable for the goods shall be that stated in the Company's quotation (ii) Unless specifically stated to be firm for a period of the time the Company's prices are subject to variation to take account of charges in labour and material costs and any other relevant items which occur between the date of order and the date of delivery (iii) Prices which include installation are based upon free and uninterrupted access during normal working hours to a fully prepared working area. If the Company is restricted from proceeding with the works due to inaccessibility or incomplete openings, charges will be made for abortive visits (iv) All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate if applicable.

## **7: ADDITIONAL COSTS**

(i) In the event of openings or other prepared areas not being made to the specified sizes and necessitating the goods to be modified, the contract price will be adjusted to include costs incurred by the Company for any modification to the goods, including labour where visits to sites have been made (ii) Any loss sustained or extra cost incurred by the Company shall be recovered by an adjustment to the contract price when such loss or extra work is due to Purchaser's instructions or lack of instructions or failure to take delivery of the goods or to any act of omission on the part of the Purchaser its agents or employees (iii) Unless otherwise expressly stated the company is not responsible for unloading deliveries, protection, safeguarding and storage of the goods awaiting installation. (iv) The Company does not accept liability for loss of goods or damage to goods or property caused by others (v) in the event of variation or suspension of work due to Purchaser's instructions or lack of instructions the Company shall have the right to vary the contract price and/or the despatch date when work is resumed if such work is substantial and/or the suspension of work is lengthy, the Company shall be entitled to terminate the contract and to be indemnified by the Purchaser for any loss incurred (vi) If the cost to the Company of performing its obligations under the contract shall be increased by reasons of the making or amendment after the date of the Company's quotation of any law or of any order or regulation or by-law having the force of law that shall affect the Company's performance under the contract the amount of such increase shall be added to the contract price.



### **8: INSTALLATION**

(i) Unless expressly stated otherwise the Purchaser shall provide free of charge electrical power, adequate lighting, scaffolding and any other facilities and site services required to enable the installation of the goods to be undertaken (iii) Quotations which include installation of the goods are based on such work being carried out during the Company's normal working hours in the event of such work being requested to be carried out outside those hours, the amount of any overtime payment shall be charged to the Purchaser (iv) Unless expressly stated in the quotation, all work undertaken by builders, brick setters, masons, joiners, plasterers, electricians including making good shall be provided and paid for by the Purchaser (v) Unless expressly stated in the quotation, infilling, grouting or mastic sealing between openings and frames shall be provided and paid for by the Purchaser (vi) Extra costs arising from suspension of work by Purchaser's instructions or lack of instructions, by interruptions, delays not the responsibility of the Company or by the operations, delays, requirements or other acts or omissions of other contractors including the cost of keeping any of the Company's employees on site before during or after completion of the Company's work shall result in the increase of the contract price to recover any such extra costs.

### **9: DELIVERY AND DESPATCH**

(i) Delivery is ex Company's works unless stated otherwise (ii) The time of delivery stated in the Company's quotation shall be calculated from the receipt of the Purchaser's order or the receipt of any required deposit or the receipt of all necessary instructions and approvals from the Purchasers to enable work to proceed whichever shall last occur (iii) Unless otherwise stated by the Company in writing, all times for delivery of the goods are given in good faith but with no responsibility on the part of the Company

### **10: DEFECTIVE GOODS**

(i) In substitution for all rights which the Purchaser would or may have but these conditions, the Company undertakes where the goods manufactured by the Company that if within twelve months of delivery of the goods, serious defects in materials or workmanship should occur it will at its own discretion either credit to the Purchaser in full such part of the price paid by the Purchaser to the Company as relates to the defective part or replace the part free of charge at the place of original delivery to the goods provided that the goods have been accepted by and paid for by the Purchaser (ii) In no case will the Company replace or enter into any correspondence in connection with any parts supplied to the Company as "free issue" for incorporating into the works

(iii) Nothing herein shall impose any liability upon the Company in respect of any defect in the goods arising out of acts, omissions, negligence or default by the Purchase its servant or agents and in particular any failure by the Purchaser to comply with any recommendations of the Company to storage, handling, maintenance and usage of goods. The Purchaser shall notify the Company within 14 days of the appearance of any defects.

### **11: PURCHASER'S RESPONSIBILITIES**

(i) The purchaser is responsible for providing the Company with all appropriate information as to the design, manufacture, operation of the goods or local hazardous conditions or legislation affecting the goods which may have a bearing on the Company obligations as suppliers. The purchaser shall take due notice of and comply with any instructions supplied by the Company for the safe and proper use, installation or operation of the goods (ii) Without prejudice to any other right remedy of the Company, the Purchaser will indemnify the Company against all costs, claims and damage arising out of or connected with any defect in the supply of the goods provided by the Purchaser or any information supplied by the Purchaser of any breach by the Purchaser of its obligations under the contract (iii) Information, plans, drawings submitted by the Company for foundations or structure alterations to buildings are based upon the Company's experience but must be adapted by the Purchaser to local conditions and the Purchaser is responsible for such foundations and alterations. (iv) The Company shall not be liable for imperfect work caused by inaccuracies in any drawing, bills of quantities, specifications or other information supplied by the Purchaser, is servant or agents

(v) Where the Company provides drawings or data to the Purchaser for approval prior to the manufacture of goods, such manufacture will not commence until approval has been received by the Company. Delays in completing manufacture as a result of approval of drawings or data will be the responsibility of the Purchaser.

### **12: DEFAULT OR INSOLVENCY OF THE PURCHASER**

If the purchaser shall be in breach of any of its obligations under the contract or if any distress or execution shall be levied on the Purchaser's property or assets or if the Purchaser shall make or offer to make any arrangements or composition with its creditors or commit any act of bankruptcy petition be presented against the Purchaser or if any resolution or petition to wind up such company shall be passed or presented or if a receiver, administrative receiver or administrator of the whole or part of such company's undertaking, property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may be notice in writing determine wholly or in part any and every contract between the company and the purchaser.