

TERMS & CONDITIONS OF SALE

When you request us to supply and install goods to you, you will be entering into a legally binding contract with us and will be bound by the following terms of business. Please take some time to read them carefully and if you are unsure on any clause, please contact us for an explanation.

- PAYMENT:** When doors or other products are sold on a supply only basis and not fitted by us you must pay in full at the time you place your order. 1.2 All supply and fit jobs require a 50% deposit with order, with the remaining 50% balance to be paid to our installer on completion. 1.3 Repair jobs must be settled in full with our engineer on completion of works.
- ESTIMATES:** Estimates are valid for twenty-eight days from the date of issue, during which you are entitled to make an order. After 28 days, you must ask for a new estimate from us. 2.2 Unless specifically stated, the estimate **does not include:** the cost of making good brickwork, levelling the garage floor, pointing, rendering, floor or timbers which has been damaged either during or before the installation, and which is not caused by our negligence in installing the door or other product. 2.3 If we believe the existing supporting structure is unsuitable to install a new door or other product, we will inform you at the time of estimate. However, our advice is given as a result of our experience and if you decide to place an order with us despite our advice, we cannot be responsible for the continued suitability of the existing timbers after installation. If you have any doubts, we advise you to instruct a surveyor to carry out a full inspection. 2.4 In a small number of cases, an existing opening or wall can be in a slightly "out of square" condition. If this is obvious at the time the estimate is given, we will make this clear to you and may advise you against having the door or other product installed. However, if it only becomes apparent when the new door or other product is installed, our fitters will advise you of the situation and seek your confirmation that you would like them to try their best to install the door or other product to operate as efficiently as possible within that opening or wall, although we cannot guarantee its effectiveness where the door or other product has been installed against our advice. 2.5 You are responsible for clearing the area where the products are to be fitted and we cannot be held responsible for any loss or damage caused to items not removed or adequately protected by you, unless the loss or damage is caused by our negligent work. 2.6 Please ensure that our fitters have access to suitable electricity supply to enable them to install the products.
- MATERIAL PROTECTION:** 3.1 Some of the materials used may naturally vary in colour, or be subject to warping, swelling or shrinkage due to their make up or ordinary natural processes of ageing, fading or the effects of weather or climate. You should consider arranging for such materials to be finished and maintained in accordance with the Manufacturer's recommendations (or such other maintenance as ought reasonably to be carried out) to avoid unnecessary shrinkage, warping or swelling. 3.2 For the avoidance of doubt, we cannot be responsible for damage caused by natural rotting or decomposition of the supporting timbers or structures, which we advise should be treated appropriately to avoid or postpone rotting or decomposition or in extreme cases, replaced.
- DELIVERY:** 4.1 Any estimated time we give for delivery may vary. We will try our best to let you know if the time for delivery or installation will change from that stated on the estimate. If you urgently require delivery you should make this clear when you place your order with us. 4.2 All delivery times are estimated, and we cannot be held responsible for naturally occurring delays from manufacturers. We will always strive to deliver/install ordered goods within our estimated delivery times, but do not offer compensation for orders that result of our late delivery which is caused as a result of a factor outside our reasonable control. When new doors and/or other products are fitted, we will ensure that we have the correct order before commencing work. Until you have fully paid for your entire order, we will continue to own the products supplied to you. Where you have paid by credit or debit card, "fully paid" means that the funds have reached our bank account. Payment by cheque "fully paid" when cheque cleared.
- CANCELLING ORDERS/RETURNS:** If you cancel a special order product after our suppliers have started manufacturing it, you will be liable for all associated costs. Non-stock goods cannot be returned, this will include made to measure, personalised items or those customised specifically for you, special colours and or additional features.

6. **LIABILITY:** 7.1 Without prejudice to the provisions contained in clauses 2.2, 2.3, 2.4, 2.5, 2.7, 3.1 and 3.2 if the goods we deliver are not what you ordered or are damaged or defective, or doors or other product are fitted negligently, we shall have no liability to you unless you notify us in writing at our contact address of the problem promptly. 7.2 If you notify a problem to us under this clause, our only obligation will be: 7.2.1 to repair or replace any goods that are damaged or defective or fitted negligently; or 7.2.2 if repair to or replacement of the goods is not possible, or the cost of repair or replacement is disproportionate in the circumstances, to give you a partial or full refund for the goods in question, depending on what we consider is reasonable in the circumstances. 7.3 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under these terms and conditions including, without limitation damage caused to underground pipes and services (unless either you have instructed us at your expense to carry out a suitable survey of the site or the damage is caused by our negligent work) and we shall have no liability to pay any money to you by way of compensation other than to refund to you an amount for the goods under clause 7.2.2 above. 7.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

7. **ENTIRE AGREEMENT:** These terms and conditions set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person, agent, employee or other representative on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

8. **INVALIDITY:** If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

9. **LAW AND JURISDICTION:** The validity, construction and performance of these terms and conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which you and we submit.

10. **THIRD PARTIES:** For the purposes of the Contracts (Rights of Third Parties) Act 1999 this is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.