

Aluminium Windows Limited
Terms & Conditions of Business

"We/us" means Aluminium Windows Ltd

"The goods" means any goods to be supplied to you by us

"You" means the person who is purchasing the goods from us

"Supplier" means any third party from whom we purchase the goods or any component part of the goods

"Price" means the total amount we charge you for the goods inclusive of VAT

1) Terms & Conditions

These terms and conditions govern the contract between you and us to the exclusion of all other terms and conditions, save for those implied by law, and no variation to these terms and conditions shall be valid unless in writing and signed by you and one of our Directors.

2) Formation of Contract

2.1 No contract shall arise between you and us until we have received an order form signed by you and have received the deposit payable.

2.2 Once a contract has arisen between you and us it may not be cancelled or altered by you, unless we expressly agree to such a cancellation or alteration in writing which agreement shall be in our absolute discretion and upon such terms as we may require.

3) Payment

3.1 When returning the order form to us you must pay a deposit of 50% of the price.

3.2 You must pay the balance of the price before delivery of the goods.

3.3 If you pay by credit card, we shall add a charge of 2.5% of the credit card transaction value.

3.4 If you pay by cheque, the cheque must have been cleared through our banking system prior to collection of the goods, and this will require delivery of the cheque to us not less than one week before collection.

3.5 If you pay by cheque and the cheque is not honoured on presentation, we shall charge you the sum of £35.00 to cover the bank charges we incur in addition to any outstanding part of the price.

3.6 If you fail to pay the balance of the price when due we shall be entitled to retain the goods until payment is made, charge you for the storage of the goods and charge you interest at the rate of 5% per annum above the base rate for the time being fixed by Lloyds Bank Plc.

4) Illustrations

Any illustrations in our promotional literature and documentation are for the customers guidance and information only and will not be to scale.

5) Samples

5.1 Sample windows, doors and other goods, used to demonstrate the working of a particular product and its composition, are only a guide to our products. The goods will be manufactured by us using such manner and materials as we consider suitable. Pursuant to our policy of continuous improvement of our products, we reserve the right to make minor modifications in design, specification or composition as we shall think fit.

5.2 Any samples, drawings or illustrations supplied to you belong to us and must be returned to us immediately upon request, or upon collection of the goods.

6) Dimensions and Specifications

6.1 The goods will be made in accordance with the dimensions and specifications stated on your order.

6.2 It is your responsibility to ensure that such dimensions and specifications are correct.

7) Collection

7.1 Unless otherwise agreed in writing, the goods will be made available for collection from our depots during normal trading hours.

7.2 Any date given for the goods to be available is only an estimate. If you fail to collect the goods within 14 days of them being available for collection, we shall be entitled to make an additional charge for storage.

7.3 If you fail to collect the goods within one month of them being available for collection, we shall be entitled to dispose of them and you shall become liable to pay the price and any storage charges.

7.4 We shall not be liable for any losses you or any third party suffers due to delay in the goods being made available for collection.

8) Installation

You shall;

a) Obtain consents necessary for any works utilising the goods, such as Planning, Building Regulations and under Restrictive Covenants.

b) Comply and ensure that all your employees, workmen or others involved in the utilisation of the goods comply strictly with all instructions, warnings, data sheets and other materials supplied in connection with the goods.

9) Limitation of Liability

9.1 You must inspect the goods at the time of collection and notify us of any defects at that time. We shall not be liable for any defect notified to us after the goods have been collected.

9.2 We shall extend to you the same warranty for the goods or their component parts as we receive from our suppliers. Where the installation of goods is carried out by us, we undertake to repair or replace, free of charge, any faulty goods where such fault arises due to defective materials or workmanship within six months of installation, unless otherwise agreed in writing.

9.3 We shall undertake to repair any fault arising due to faulty workmanship for a period of 6 months from the date of completion of the installation.

9.4 Except as stated above, all warranties and representations whether express or implied are excluded to the full extent permitted by law.

9.5 We shall not be liable to you or any third party for any indirect or consequential loss, and you will fully indemnify us against any claim made by a third party other than for claims involving death or personal injury caused by our negligence.

9.6 Save for death or personal injury caused by our negligence, our liability shall be limited to the price of the goods.

10) Indemnity

The Customer shall indemnify the Company against any action, costs, claims or demands however incurred arising in respect of any goods supplied to the Customer in accordance with any order and no warranty is given that the design, construction and quality of the goods comply with all relevant requirements of any statute, statutory rule or other instalment having the force of law which may be in force at the date of sale.

11) Termination

The Company for any reason shall be entitled to Cancel any contract made between the Customer and the Company and will not be held responsible for losses incurred by the Customer.

11) VAT

VAT will be payable by you at the appropriate rate.

12) Force Majeure

If the performance of this contract is prevented or delayed by circumstances beyond our control, we shall have the right to either suspend performance of the contract until it can be completed, or to treat the contract as discharged.

13) Contracts (Rights of Third Parties) Act 1999

Nothing in this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement.

14) Jurisdiction

This agreement shall be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.