

## CONDITIONS OF SALE

### 1. GENERAL

The following conditions issued by Elite Garage Doors (Midlands) Ltd ('the Company') apply to any contract of which these conditions form a part to the exclusion of any other standards, specifications, conditions adopted by the customer, unless expressly accepted in writing by the Company as part of the contract. These conditions apply to services provided by the Company in the same way as they apply to goods provided by the Company. These conditions shall apply to any contract provided by the Company and the Customer notwithstanding that the Customer purports to accept only part of the goods referred to in the quotation or any alternations in process, descriptions, quality of product or material or otherwise.

### 2. QUOTATIONS & TENDERS

Quotations submitted by the company shall remain open for acceptance for a period of 30 days from the date of the tender unless in the Quotations some other period is specified or accepted. All colour samples depicted in the brochures are as close to the original manufacturers colour as possible. Garage doors supplied may vary in colour from the brochure representation.

### 3. PRICES

- (1) Where the goods are sold by reference to the Company's published price list the price payable for the goods shall be the ruling price as published in the price list current at the date of dispatch of the goods from the Company's works.
- (2) In other cases the price of goods or services stated in the contract is based on the cost to the Company of materials, fuel and power, transport, tooling and labour at the date of acceptance of the order. If at the date of dispatch of the goods from the Company's works or performance of the services there has been any increase in all or any of such costs, the price payable for the goods or service may at the request of the Company be increased accordingly and shall not give rise.
- (3) Where the price of goods or services is carried out in accordance with this condition the price as varied shall be binding on both parties and shall not give rise to any right to cancel the contract.
- (4) There shall be added to the price any value added tax or duty relating to the manufacture, transportation, sale or delivery of the goods or performance of the services.
- (5) The measurements, quantities and other particulars on which the quotation is based are approximate. Any increase or decrease in price which may arise from any variation in the estimated measurement, quantities or particulars and actual measurements, quantities and particulars shall be determined by the Company. The value of such additional or reduced work and/or materials shall be determined by applying to the quantity of such works and/or materials the unit prices adopted by the Company on the estimate upon which any quotation is based.
- (6) Where the contract price includes any discount given to the customer from the basic of the goods and installation such discount shall be forfeit by the customer in the event that payment of all or any part of the purchase in accordance with clause (4) hereof becomes overdue for a period in excess of 7 days and there upon the company shall be entitled to recover the full basic price.

### 4. TERMS OF PAYMENT

- (1) Unless otherwise agreed in writing terms of payment are net cash on installation and the Customer shall not be entitled to make any deduction or set off there from.
- (2) Failure to pay for any goods or services shall entitle the Company to withhold keys or handsets related to the installed garage door(s) and electric operator(s) and suspend further deliveries and work both on the same order and on any other order from the Customer without prejudice to any other right the Company may have.
- (3) The Company reserves the right to charge interest on overdue accounts at the rate of 1% above the current Bank of England base lending rate per month. The Company reserves the right where genuine doubts arise as to the Customer's financial position or in the case of failure to pay for any goods or any services as aforesaid to suspend delivery of any order or part or instalment without liability until payment or satisfactory security for payment has been provided.
- (4) The company requires a non-refundable deposit when an order is placed as this is used to source and secure a specific product to the customer's requirements and administration thereof.

### 5. NON-STANDARD ORDERS

Where the company accepts an order for goods or materials of a type, size or quality not normally produced by the Company, the Company will use all reasonable endeavour to execute the order but if it proves impossible, impractical or uneconomical to carry out or complete the order, the Company reserves the right to cancel the contract or the uncompleted balance thereof without liability to the customer.

### 6. DELAYED DATES

- (1) The delivery dates specified in the contract are approximate only and unless expressly stated time is not of the essence for delivery or performance. The Company will not be liable in any circumstances for the consequences of any delay or performance or failure to deliver or perform by any manufacturer.
- (2) No delay shall entitle the Customer to reject any delivery or services or any further instalment or part of the order or any other order from the Customer or to repudiate the contract or the order.
- (3) Were materials are delivered on site at the express request of the customer and where a receipt for delivery cannot be obtained the customer shall be responsible for any shortages.
- (4) We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under Contract that is caused by events outside our reasonable control. This includes any act, event, non-happening, omission or accident beyond our reasonable control and includes; absence of staff in un-foreseeable circumstances, strikes, lock-outs, or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, impossibility of the use of transport whether public or private, impossibility of the use of public or private telecommunication networks.

### 7. DELAYED ACCEPTANCE

If for any reason the Customer is unable to accept the goods when the goods are due and ready for delivery the Company may arrange storage of the goods and the Customer shall be liable to the Company for the reasonable costs (including insurance) of such storage. This provision without prejudice to any other rights which the Company may have in respect of the Customers failure to take delivery of the good or pay for them in accordance with the contract.

### 8. RIGHT TO CANCEL

You the Customer have the right to cancel this contract if you wish. This right can be exercised by delivering or sending notice to Elite Garage Doors (Midlands) Ltd at any time within the 7 days starting with the date of acceptance of this quotation. The notice of cancellation is deemed to be served as soon as it is posted or sent or in the case of electronic communication from the day it was sent. If work on the above contract has begun, with your written agreement, before the end of the cancellation period, you may be required to pay for any goods or service supplied. If you wish to cancel the contract you must do so in writing. Please note that under no circumstances will we refund or replace a product that has been damaged after a delivery has been signed for by your or your representative unless we have damaged it during our installation. Your right to cancel is not available on non-standard made to order doors.

### 9. TITLE IN THE GOODS & SERVICES

- (1) Ownership of the goods and services will not pass to the Customer until payment for the goods and all other goods agreed to be sold by the Company to the Customer has been received by the Company in full. Nevertheless all risk in the goods shall pass to the Customer when goods are delivered to the Customer's premises. Until the time of actual payment to the Company of the total amounts owing in respect of good the Customer shall keep the goods on behalf of the Company on the condition that the goods are and remain the property of the Company until payment has been received by the Company as foresaid.
- (2) Whilst ever ownership in the goods remain with the Company in accordance with sub-clause (1) above the Customer grants to the Company the right to enter into and upon the premises of the Customer upon which the goods may be stored or installed for the purpose of removing the same. Such right of removal shall be exercisable whenever the Customer shall be in breach of any of these conditions and without incurring liability to the Customer.

### 10. WARRANTY: LIMIT OF RESPONSIBILITY

The Company warrants in relation to the Company's installation that it will (at the Company's choice) either repair or replace an goods which are found within a period of 24 months from installation ("the warranty period") to be defective in accordance with the contract or any express description or written representation given or made on behalf of the Company in respect of the installation. Manufacturer's warranties will come into force in relation to any defects to electric operator(s) (excluding remote control units) and garage door(s) including operating gear as specified in the individual manufacturer's warranty booklet. Doors sold as stock clearance or stock second are not covered by manufacturer's warranties. All warranties are null and void if it is found that the goods have not been maintained in accordance with the manufacturer's recommendations.

### 11. SUITABILITY OF THE SITE

- (1) Irrespective of whether the contract provide the Company to install any goods or equipment in any buildings or premises the Customer is solely responsible for suitability of the site for installation for the goods and vice versa, for obtaining all necessary consents and approvals under planning and building regulations and bye-laws and for the preparation of the site the construction of foundations and the provision of services so the site is suitable to receive the goods. The Company will if requested provide drawings and specifications showing the site requirements for the goods based on normal requirements in a suitable location but does not thereby warrant that the site as prepared by the Customer will be suitable or satisfactorily prepared. The quotation is based on the assumption that ample side room and head room will be available for installation of the door(s). The Company does not accept any responsibility for conditions occurring due to uneven or sloping floors and whilst every effort will be made to ensure that water ingress is kept to a minimum no guarantee is given in respect of water tightness.
- (2) Should any modification be required to the building structure or the construction of the door, these are not included in the quotation and thus will be the responsibility of the Customer.
- (3) Adequate solid fixing for both the door and tracks must be provided by the customer in particular for erections to steel columns the provision of special plate work for bracket supports and the welding of these plates must be provided unless otherwise specified.
- (4) The price quoted is based on the understanding that the site conditions allow for mounting of a chain lifting block (for erection purposes) above the centre of the opening concerned. If site conditions do not allow for these mounting facilities it is the responsibility of the Customer to advise the Company prior to installation so that alternative arrangements can be made for lifting and the quoted price can be adjusted accordingly.

### 12. DRAWINGS AND INFORMATION

- (1) The Company is entitled to assume that all drawings, descriptions, specifications and other information supplied by the Customer to the Company, whether written or verbal, is in all respects complete, accurate and entirely suitable for the Customer's requirements.
- (2) Unless otherwise expressly agreed the Company shall have no responsibility for the performance, suitability or durability of good or any other materials or workmanship comprised therein to the extent that the same is manufactured in accordance with the Customer's designs, drawings, standards, measurements or specifications.
- (3) The Company is entitled to assume that on the delivery date the site will be reasonably accessible sufficient to facilitate installation and that any preparatory work or alteration to the site be carried out by the Customer including any works specifically referred to herein or in the quotation will have been completed.

### 13. SUB-CONTRACTING

The Company reserves the right to sub-contract or assign the whole or any part of the contract.

### 14. MARKETING

The Company may take photographs before, during and after the works to use as marketing and promotional material. When published we will be careful to withhold your personal details. If you do not wish for such photographs to be taken or used please notify us in writing.

### 15. APPLICABLE LAW

The contract shall in all respects be governed by and construed in accordance with English Law and the Customer hereby submits to the exclusive jurisdiction of the English Courts.

**Elite Garage Doors (Midlands) Ltd**

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