

# STANDARD TERMS AND CONDITIONS OF SALE



In these conditions 'CUSTOMMADE GROUP' includes Polyframe Halifax Ltd (No 10239156), Polyframe Norwich Ltd (No 9008412), Polyframe Aluminium Ltd (No 9319659), Polyframe Composite Doors Ltd (No 8123501), Polyframe Doors Ltd (t/a WB Group) (2814410), Polyframe Livingston Ltd (SC492792), Dualseal Doors Ltd (SC540807), Customade (UK) Ltd (5660688), Atlas Glazed Roof Solutions Ltd (8079907) & Hourglass Seal Ltd (2651021) or any of them and together or individually they are referred to as the 'COMPANY' and the purchasing entity is referred to as the 'CUSTOMER'

1. These conditions shall apply to all commercial dealings between the company and the customer and all quotations given, orders accepted and contracts made by the company shall be subject to them. All conditions of the customer and other terms, conditions or warranties whatsoever are excluded from the contract and the customer accepts that this document comprises of the entire agreement notwithstanding the provisions of this clause that terms and conditions of agreement between the company and the customer may be varied by the owner of the company in writing.

2. Any quotations given or offers made by the company shall be open for acceptance by the customer for a period of 30 days from the date thereof and may be withdrawn by the company within such period by giving written or oral notice to the customer of its intention to withdraw the same.

3. (i) All prices quoted by the company are exclusive of VAT, which will be added to the amount invoices at the rate prevailing at the time of the invoice together with any other statutory tax.

(ii) The price invoices to the customer shall be that prevailing at the time of the despatch and notwithstanding any prior estimate or quotation given to the customer shall be subject to fluctuation caused by but not restricted to increase in costs incurred by the company as a consequence of any increase in costs of raw materials, manufacture, packaging, transport or any other direct or indirect costs. Any such increase will be added to the price quoted by the company and the adjusted amount will be invoices to the customer.

4. (i) Unless otherwise agreed in writing by the company, payment shall be made by the customer without any deduction.

(ii) In the event that the customer defaults in making payment to the company when payment is due and payable in accordance with the provisions of this agreement, the company shall have the right to cancel the agreement and any other contract between the company and the customer and to suspend all further deliveries of goods to the customer until the default is made good and further without prejudice to any other right or remedy available to the company against the customer to charge interest on any amount outstanding at the rate of 4% above the basic rate of Lloyds Bank PLC at the time of default until the account is settled and notwithstanding that the customer may allege settlement to withhold payment.

(iii) Where goods are delivered to the customer by installments the company may at its discretion invoice each installment separately.

(iv) No dispute arising under the contract shall interfere with the customer's obligation to make prompt payment in full for all goods sold and delivered by the company or to the customer's order.

5. (i) Any time given for delivery by its servants or its agents shall be an estimate only and although the company shall endeavor to deliver the goods within the period of the time stated, time is not of the essence of the contract and the company shall not be liable for any loss, costs, damage or expense caused to the customer whether directly or indirectly by reason of the company's failure to comply with any delivery time stated and further the customer shall have no right to cancel any order given to the company or refuse to accept delivery of the company's goods.

(ii) Notwithstanding that the customer shall take delivery of the goods at the time they are due and ready for delivery, the company may at its sole discretion postpone delivery at the request of the customer, provided always that the customer shall be responsible to pay all reasonable costs, including but not restricted to the cost of storage and insurance arising from the postponement of delivery.

6. Cancellation by the customer will only be agreed by the company on the condition that all costs and expenses incurred by the company at the time of cancellation, including the loss of any profit, shall be paid by the customer on demand by the company.

7. Notwithstanding that risk in the goods shall pass on delivery, full legal and equitable title and interest in all and any goods supplied to the customer shall remain in the company and shall not pass to the customer until the company shall have received payments in full of all amount due and owing from the customer to the company for the time being (including any interest accrued and owing to the company) and from time to time in respect of all such goods and all other goods supplied by the company at any time and the customer shall permit the company's servants or agents to enter its property to repossess the goods at any time prior thereto. In the event that the customer deals with the goods so that their identity is no longer ascertainable or resells them prior to obtaining title the company's property in the goods shall attach (a) to the proceeds of the sale, which shall be placed in a separate bank account and shall be held on trust for the company and shall not be mixed with other money or paid into an overdrawn bank account and shall be at all material times identified as the company's money or (b) to any claim for such proceeds or (c) to the products into which the company's goods may have been made or become merged to the full extent of the company's claim against the customer.

8. (i) Until the property in the goods has passed to the customer, the customer shall hold the goods and each of them on a fiduciary basis as bailee for the company and the customer shall store the goods separately from all over products at the customer's place of business (at no cost to the company) and shall mark the goods in such a way that they are clearly identified as the company's property.

(ii) If the goods are delivered to the customer otherwise than by the company's transport, the risk shall pass to the customer at the time of despatch from the company's premises whether or not the company arranges transport on behalf of the customer.

9. (i) The company shall not be responsible for any loss, damage, cost, detriment or expense whatsoever, however, arising if manufacture or delivery of the goods is delayed or hindered by act of God, governmental intervention or restriction, hostilities civil commotion fire, flood, accident, machinery breakdown, strike, lockout, non delivery of goods by the company's suppliers, or any other cause of circumstance whatsoever beyond the reasonable control of the company and on the occurrence of any of the above events, the company reserves the right to cancel the agreement or suspend delivery of the goods to the customer.

(ii) The company shall in any event not be liable for any consequential loss or damage to the customer whatsoever or however arising or for any other loss or profits or damage to property and the company's liability shall not exceed the limitations set out in this agreement.

10. (i) The customer shall have no claim for shortages or defects, which are not apparent upon examination of the goods, unless the customer notifies the company within 5 working days of delivery of the goods and a written complaint is received at the company's registered office within 5 days thereafter if the goods were transported to the customer by the company's transport or within such a period as may be specified in the conditions of carriage, if the goods were transported to the customer by carrier.

(ii) In the event that the customer alleges that the goods are defective the customer must give the company the opportunity to examine the goods and investigate any complaint made and if upon inspection the goods are shown to be defective, the company will at its sole discretion repair or replace with a satisfactory alternative or substitute goods or refund to the customer the cost of the defective goods. If the company repairs the goods or replaces them with alternative or substitute goods, the customer shall be bound to accept such goods and the company shall not be responsible or liable for any delay, damage, detriment or expense to the customer arising from the initial delivery to the time that such goods are repaired or replaced and in no circumstances shall the liability of the company exceed the cost of the replacement, or the price paid by the customer for them.

(iii) The customer shall have no claim in respect of defects which are not apparent upon inspection following delivery to the customer unless notice is given to the company within 5 working days of such defect becoming apparent or when such defect should have to come to the knowledge of the customer in the ordinary course of events. Notice must be given to the company in writing and the provisions of sub clause (ii) shall apply equally in such circumstances.

(iv) Complaints made by the customer shall not be a ground for the customer to delay payment of monies due to the company and shall not give rise to any right of set off.

11. (i) The customer shall determine the suitability of the company's products for the customer's intended purpose and shall be deemed to be satisfied that they meet the customer's particular requirements.

(ii) Any drawing, illustration or information contained in the company's advertising, sales, technical or the literature is for guidance only and shall form no part of this contract unless otherwise specifically agreed by the company in writing.

12. The contract may be determined by the company in whole or in part by notice given in writing without prejudice to any other right or remedy accrued or accruing to the company if the customer is in breach of these conditions, or if a receiving order is made against the customer or a receiver or manager is appointed to all or any of the assets the customer or its undertaking or if the customer shall become bankrupt or insolvent or shall compound with its creditors or if a company shall resolve to be wound up otherwise than in the case of a solvent company for the purposes of reconstruction or amalgamation or shall be ordered to be wound up or shall carry on its business under a receiver for and on behalf of its creditors or any one of them.

13. All drawings, documents and information supplied by the company to the customer are supplied on the strict understanding that copyright is vested in the company and that the contents are confidential and shall not be replicated or disclosed to any third party other than with the written consent of the company.

14. The waiver by the company of any breach of any terms of this agreement shall not prevent the subsequent enforcement of that terms and shall not be deemed to be a waiver of a subsequent breach,

15. If any term or provision of this agreement shall be found to be unenforceable for any reason whatsoever then this agreement shall be constructed as if such term or provision was specifically excluded from it.

16. This agreement shall be governed by and constructed in accordance with English Law and the company and the customer shall submit in all matters or disputes arising out of this agreement to the exclusive jurisdiction of the Courts of Law of England.

## DATA PROTECTION ACT 1998

- We may transfer information about you to our financiers, who:
  - May use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;
  - from time to time, may make searches of your record at credit reference agencies but will not be seen by other organizations that may make searches;
  - may give information about you and your indebtedness to the following:
    - our insurers for underwriting or claims purposes;
    - any guarantor or indemnifier of your or our obligations to enable them to assess such obligations;
    - their bankers or any advisors acting on their behalf;
    - any businesses to whom your indebtedness or our arrangements with our financiers may be transferred – to facilitate such transfer;
  - may monitor and/or record any phone calls you may have with them, for training and/or security purposes.
  - In the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.
- We will provide you with details of our financiers on request, including a contact telephone number if you want to have the details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have the right to receive a copy of certain information they hold about you if you apply to them in writing. However a fee will be payable.

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