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Terms and conditions of business.

Definitions.

In these terms and conditions of business the 'company' shall mean C&A Window Systems LTD, the 'customer' shall mean the person, firm, partnership or company to whom any quotation is addressed and/or with whom any contract is made, the 'goods' shall mean the goods, materials, services or products agreed to be supplied pursuant to a contract. The 'company's terms and conditions of business' shall also mean the company's terms and conditions of estimate, quotation or tender. The customer's 'conditions' shall also mean conditions or order, subcontract or such like.

These conditions of business form part of a contract between you (the "Customer") and us ("C&A Window Systems LTD"). These terms and conditions are to prevail unless specifically altered in writing between the customer and C&A Window Systems LTD. The contract between the customer and C&A Window Systems LTD is formed by these conditions of business, the quotation and any other written matter signed and accepted at the time of signing of the quotation (the "Contract")

The company's quotation.

Any quotation submitted by the company is based on the customer's enquiry documents. It is the customer's responsibility to check that the company has, in its quotation, interpreted the customer's enquiry correctly.

Customer's own conditions.

In the event that the company accepts a customer's order, any customer's conditions which form part of the customer's order are deemed not accepted by the company unless specifically agreed to in writing by a director of The company.

Fluctuations.

Unless otherwise stated, any quotation by the company is on a fluctuation basis and is subject to adjustment, in line with the rise or fall of the cost of materials and/or labour.

Order of acceptance.

Unless otherwise expressly stated in writing, all quotations, estimates and literature supplied by the company are invitations to treat. The customer's order is an offer and shall become binding upon acceptance by the company. The company will acknowledge receipt of an order following adequate purchase order documentation, sign off or other acceptance of a quotation by the customer and receipt of cleared funds in line with the company's payment terms. Any lead in times will commence following the company's order acknowledgement being issued to the customer. The contract arising on such acceptance may only be cancelled or varied with The company's consent; the giving of such consent shall not in any way prejudice The company's right to recover from The customer full compensation for any loss or expense arising from such cancellation.

Payment.

The purchase price for The goods including any VAT shall be paid by The customer within the terms detailed on the quotation and invoice. Payment shall be a condition precedent to future deliveries under the same or any other contract existing between The company and The customer. Notwithstanding the companies rights to recover the purchase price of The goods in full on the due date, The company reserves the right to charge The customer with interest on all overdue accounts at the rate of 8% above the published base rate of National Westminster Bank Plc accruing daily. If The customer fails to pay promptly they shall lose the benefit of any previously agreed discount. If payment is not received by the due date stated on the invoice The company reserves the right to charge an administration fee of **£250.00** per week pro-rata until such time as the debt is discharged. The company shall be entitled to apportion any payment received from The customer in order to meet such outstanding invoices as The company decides appropriate. The customer shall pay all accounts in full and not exercise any rights of set off or counterclaim against invoices submitted. If the customer goes into liquidation the directors, holding company or group company if applicable will become liable for any outstanding monies owed. If the customer fails to discharge its debt in full the customer gives the company full permission to enter any premises where goods are stored or installed and remove any items which have not been paid for. Any costs incurred are to be paid for by the customer in full. It will be the customer responsibility to make secure and repair any damage caused by removal of goods.

Delivery and Acceptance

The Company is prepared to undertake delivery of The goods, however in this event The company shall charge The customer at normal commercial rates for such delivery. Any time or date named by The company for delivery is intended as an estimate only and shall not be the essence of the contract. The company shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery. The company will deliver as near as possible to The Customer's delivery address, as exists a safe and adequate thereto. The customer shall provide, at his own expense adequate unloading facilities and all necessary plant, power and labour for unloading and stacking. The customer shall unload with reasonable dispatch and damage caused by inadequate access or careless unloading shall be at The customer's risk. If The customer fails to take delivery on the agreed delivery date, or if no specific delivery date has been agreed, when the goods are ready for dispatch, The company shall be entitled to store and insure the goods and to charge The customer the reasonable costs of so doing and to tender it's account. The company may at any time withhold delivery from The customer pending payment of any sum due from The customer to The company under any other contract. In the event of the company using an independent hauler to deliver The goods, The customer shall notify The company in writing within 24 hours of the receipt of invoice of non-delivery or any claim for short delivery or damage in transit.

C&A Docs – Terms

The customer shall carry out a thorough inspection of The goods immediately after delivery and shall give written notification to The company within 24 hours of any delivery defect subject to compliance with above which shall be a condition precedent to The Company's liability and provided that no attempt by The customer or a third party to modify The goods in any way. The company will repair or replace (at its option) any goods of the company's manufacture which are defective due to faulty materials or workmanship.

The liability of The company under such guarantee or the warranty contained in the above shall be limited to the invoice value of The goods replaced or repaired and The company shall not be liable for any consequential loss or damage howsoever caused. It shall be the duty of The customer to insure against such consequential loss or damage and to hold The company harmless therefore.

If the company delivers glass A-Frame stillages or steel profile stillages to site, we note that they remain our property and must not be damaged or destroyed. Unless otherwise agreed by us in writing, any damaged or destroyed stillages will be chargeable to the customer as follows

Timber A-Frame stillage - **£200.00 + VAT**

Metal A-Frame stillage - **£600.00 + VAT**

Steel profile stillage - **£600.00 + VAT**

Any stillages delivered must be made ready for collection within 6 weeks of the delivery date. Any stillages kept longer than this period will be charged at **£75.00 + VAT** per week

Damaged or defective materials.

The company will not accept any claim for damaged materials unless notified in writing within 24 hours of delivery or fixing. Any damage incurred after materials have been signed over to the customer in good condition, shall be the responsibility of the customer.

Special attendances by customer.

Unless otherwise stated, any quotation including installation or labour which is offered by the company is subject to the customer providing free of charge to the company special attendances on site such as all necessary fixed scaffolding, lighting, power, water and unloading, distribution and safe, adequate and secure storage of the company's materials and plant.

Availability of labour and goods.

Any quotation by the company is subject to goods and/or labour being available at the time the work is required to be executed. The company cannot be held liable for any shortages and delays in delivery through happenings beyond its control, e.g. Manufacturer's late deliveries, strikes, war, loss, damage, transport delays, etc.

Unimpeded working time and notice to commence.

If the company offers a quotation which includes for installation or labour services, a notice period of 4 weeks will be required from the customer to commence work on site. Unless otherwise stated, any quotation by the company is given on the understanding that the installation work can be completed in one continuous operation and any additional return visits or phased works will be at an extra cost to the customer.

Retention property in goods.

Until payment by the customer is received in full by the company for the full price of the goods, property in the goods shall remain the company's. The customer shall hold the goods in a fiduciary capacity for the company and shall store them in such a manner, at it's own expense, so that they shall at all times be identifiable as goods of the company. If the customer shall receive from whosoever any payment in respect of the goods then the customer shall receive and hold such monies on behalf of the company and shall without undue delay pay all due sums to the company in respect of the goods.

General product specification.

1. Anodised, foiled and painted finish are available in a range of colours. The company cannot guarantee an exact colour and surface texture match between all components, but 'top and bottom anodising colour limits' samples are available on request.
2. The surface finish of framing and glass shall be permitted to contain visual imperfections which are not exceptionally obtrusive if viewed at 90 degrees from a distance of two metres in natural daylight, for laminated and toughened glass 3 metres.
3. The company undertakes to eliminate for at least the duration of the guarantee period condensation in the cavity between hermetically sealed double glazed units. It does not guarantee to reduce, eliminate or prevent condensation elsewhere.

Limited warranty.

1. The company warrants that the goods installed by it shall be free from material defects in material and workmanship for a period of one year after installation, always provided that the goods are maintained by the customer according to prevailing correct practices. Copies of maintenance and cleaning schedules are available upon request from the company.
2. The sole and exclusive remedy with respect to the above warranty or with respect to any other claim relating to defects or any other conditions arising from the use of the goods supplied by the company, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability or otherwise, is limited to repair or replacement of such products or repayment by the company of the purchase price paid to it, at the company's option.
3. Any recommendations or suggestions made by The company relating to the use of The goods is made in good faith but it is for The customer to satisfy himself of the suitability of The goods for its own particular purpose. Accordingly, unless otherwise expressly given in writing, The company gives no warranty as to the suitability of The goods for any particular purpose even though that purpose may be specified in The customers order and implied warranty or condition (statutory or otherwise) to that effect is excluded.

Disclaimer.

Whenever the company is instructed to work on or to process a customer's own materials such as glass, framing etc., it accepts no responsibility whatsoever for breakage or damage to said goods. Any such work is carried out entirely at the risk and cost of the customer.