



Terms of Sales

In these terms and conditions of the sale the "Seller" mean Thermeco (Fenestration) Ltd and the "Buyer" means the person, firm or company purchasing the goods from the seller. The term "Goods" means the products which are the subject of these terms and conditions of sale. The term "Order" means an order placed by the Buyer, to the Seller, for the supply of goods.

1. Acceptance of Orders

All orders placed by the Buyer and accepted by the Seller are subject to these terms and conditions of sale, which are complete and exhaustive and override any other terms, conditions and provisions purporting to refer to the goods. All other forms, conditions, warranties, guarantees and representations (express or implied), are hereby expressly excluded. These terms and conditions of sale are not capable of being varied, supplemented, qualified or interpreted by reference to any prior course of dealing between the parties.

2. Confirmation of Order

Orders will only be placed with the manufacturer, by the Seller, when the Buyer has signed an 'Approval for Production'. By signing the approval for production, the buyer takes responsibility for the content of the order. The Seller will not be held liable for incorrect ordering of units if the buyer has signed approval for production.

3. Risk

The risk in the goods shall remain with the Seller until the point of delivery stated in this contract. Thereafter the risk shall be with the Buyer, notwithstanding clause 4.

4. Retention of Title

The ownership of the goods shall remain with the Seller which reserves the right to dispose of the goods until payment in full for all the goods has been received by the Seller in accordance with the terms of this contract, or until such time as the Buyer Sells the goods by way of bona fide sale at full market value. If such payment is overdue in part or in whole the Seller may, without prejudice to any of its other rights, enter upon the Buyer's premises by its servants or agents and recover the goods for disposal as the Seller thinks fit. Payment of the contract sum shall become due immediately upon the commencement of any act or proceedings concerning the Buyer's solvency.

5. Terms of Payment

Payment for the goods shall consist of a 50% deposit (including VAT) with the order and final payment 14 days prior to delivery unless agreed otherwise in writing by the seller. It shall be a condition precedent to all deliveries that all payments due to the Seller from the Buyer (whether under this or any other contract) shall have been made and the Buyer's credit limit has not been exceeded. If such payments shall not have been made or the credit limit has been exceeded the seller reserves the right to withhold the goods until such payments have been made or the Buyer's debt to the seller has been reduced to below the credit limit. Notwithstanding clause 8 of these conditions, the Seller shall not be liable to the Buyer for non delivery of the goods for reasons contained within this clause.



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6. Value Added Tax

Prices quoted are exclusive of United Kingdom Value Added Tax, which will be charged at the rate prevailing at the time of despatch.

7. Supply of Goods

The goods are supplied in accordance with the seller's printed catalogue and/or specification and subject to restrictions contained therein. The Seller does not warrant that the goods are fit for any purpose or that they will meet performance data other than those contained in the Seller's printed catalogue and/or the said specification. Any alteration to standard goods required by the buyer shall be the subject of an extra charge. The Seller does not warrant that the goods so varied shall be fit for the purpose intended by the purchaser.

8. Delivery

Delivery shall be on rigid lorry with self-offload facility. The Buyer must provide suitable access and hard standing onto the site to enable the lorry to be unloaded.

Time of delivery shall not be of the essence. The Seller will make all reasonable efforts to adhere to an agreed date for delivery, if any, contained herein. The Seller shall not be liable for any losses, costs, damages or expenses suffered by the buyer or any other person or company, howsoever arising, whether caused directly or indirectly out of any failure to meet the date for delivery.

9. Liability for Defective Goods

The Seller's liability for defective goods is strictly limited to free replacement of the goods. No liability for defects will be accepted by the Seller if the defect has been caused by the Buyer.

10. Claims

The Seller shall not be liable for damage in transit, shortage of delivery or loss of goods in transit unless in the case of the damage in transit or shortage of delivery, a separate notice in writing is given to the carrier and to the Seller within 3 days of receipt of goods and in the case of loss of goods, notice in writing is given to the carrier and to the seller and a complete claim in writing is made within 14 days of the date of despatch. The Buyer must also produce for the seller photographic evidence of the goods damaged while on stillage or pallet, once goods are removed from pallet or stillage any subsequent claim will be excluded. Where goods are accepted from the carrier without being checked or where the Buyer collects the goods from the Seller, the Seller will accept no claim for either loss or damage.(ii)

Notwithstanding clause 9(i), the Seller will not be liable for any claim arising out of events howsoever caused, occurring after the risk has passed to the Buyer.



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11. Variations

The seller reserves the right at its sole discretion, to amend or withdraw products and/or services without prior notice. If for any reason beyond the sellers reasonable control, it is unable to supply a particular item, the seller will not be liable to the buyer. In such case the seller will provide a substitute item.

12. Clerical Error

The seller makes every effort to ensure the accuracy of the information published in its quotations, catalogues and on its website. The documents and graphics published may contain technical inaccuracies or typographical errors. All such documents and graphics are provided "as - is" without warranty of any kind. The Seller shall not be bound by any clerical or arithmetical errors occurring in any tender, invoice or statement of account issued by it.

13. Specific Testing of Goods

Any tests of the goods or any part thereof undertaken by the Seller at the request or on the instruction of the Buyer shall be at the expense of the latter who shall reimburse the Seller at the cost thereof in accordance with the payment clause of the contract.

Without prejudice to the foregoing if the Buyer requires any such test to be witnessed by him or by any representative of his, then the Seller will give the buyer reasonable notice in writing of the date and place thereof. If the Buyer or his representative fails to attend the same on the date at the place so notified, the Buyer shall not be entitled to take an exception to the method, nature, extent or results of the test and shall be bound by such results.

14. Third Party Liability

The Buyer shall indemnify the Seller against any loss, injury, damage, expense or claim of whatsoever nature and howsoever arising out of the storage, installation, use, operation or maintenance of the goods once the risk has been passed to the Buyer.

15. Legal Construction

The contract shall in all respects be construed and operated as an English contract and in conformity with English Law. Title of the clauses shall not affect the legal construction.

16. Cancellation and Alteration

Orders which have been accepted by the Seller shall not be subject to cancellation or alteration either wholly or in part without the Seller's written consent. If the Seller agrees to cancel or vary part or parts of the order the purchaser shall be liable to pay a cancellation or variation charge calculated by the Seller, on a fair and reasonable basis. Where this relates to non-standard products which have been manufactured, this payment will amount to the full purchase price.