

## Terms & Conditions – September 2022

Please read and understand the below stated Terms and Conditions set out by Architectural Trade UK LTD (The Company). These terms apply to all sales on all accounts, they are available to download on our website and on request at any time

**Credit accounts** - Please complete, sign and return (Page 3) of this document on behalf of The Purchaser.

**Cash Accounts** – These terms are subject to any sale, commencement of any contract with the company is to agree to these terms

### 1. Application of the Terms & Conditions:

These terms and conditions set out and herein, will apply to all Contracts for the sale of products by The Company to The Purchaser. No other terms and conditions shall be binding upon the parties. This contract embodies the entire understanding between parties. There are no promises, terms, conditions, obligations, oral or written, expressed or implied, other than those contained herein, or confirmed in writing by The Company and attached here to.

- 1.1 These terms and conditions shall apply to all contracts for the sale of products and services by The Company to The Purchaser with the exclusion of any other terms and conditions except those in accordance with figure 1.4.
- 1.2 By requesting a Quotation or placing an Order, The Purchaser and The Seller shall both be bound by these terms and conditions.
- 1.3 The Company reserves the right to alter, add and subtract from these terms and conditions at any time. The most up to date terms and conditions are available on request and replace any previously agreed documents. It is the responsibility of The Purchaser to make themselves aware of the latest terms and conditions.
- 1.4 Any variation of these terms and conditions (including any special terms and conditions agreed between parties) shall be inapplicable unless confirmed in writing by The Company.
- 1.5 All order for products and services shall be deemed to be an offer by The Purchaser, to purchase products and services in accordance to these terms and conditions.
- 1.6 Requesting a Quotation or placing a Order shall be deemed conclusive evidence of the Purchaser's acceptance of these terms and conditions.

### 2. General:

- 2.1 Orders are accepted only on condition of these terms and conditions.
- 2.2 Orders cannot be cancelled without the consent of The Company.
- 2.3 If "Confirmation of Order" is sent but not clearly identified, resulting in duplication, The Company cannot accept responsibility and both Orders will be chargeable.
- 2.4 All templates must be clearly marked in hardboard or a similar rigid material. Templates will not be returned unless requested at the time of order.
- 2.5 All Products/Georgian Bar and Lead layouts will be to our standard specifications unless otherwise stated at the Quotation and/or Order stage.

### 3. Delivery:

- 3.1 The Company is not liable for penalties incurred by others for late or non-delivery. Delivery dates promised on Enquiry or Quotation are conditional on current conditions and may change by the time of Ordering.
- 3.2 Offloading at the nominated delivery point is the responsibility of The Purchaser.
- 3.3 Any products delivered by The Company, which for whatever reason is not accepted by The Purchaser, will be replaced and a credit note will be issued on return of the original product. This is our maximum liability.

- 3.4 The Company shall be under no liability to The Purchaser for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of The Company, its employees or agents and will not be liable for any third-party claims.
- 3.5 It is company policy that all missing products/goods must be reported within 2 weeks of the delivery date, to receive the replacements free of charge, after that date the replacement will be processed as a new Order.
- 3.6 All scratched/marked/faulty products/goods must be reported within 1 month of the delivery date, after that date a "Returns Note" will be raised and credit will only be given when the faulty unit is returned for inspection.

#### 4. **Prices, Titles and Payment of Accounts:**

- 4.1 All prices and quotation are based on current costs and may be changed without notice should costs vary. Prices invoiced will be those current at the time of dispatch.
- 4.2 All prices quoted are exclusive of VAT.
- 4.3 Any quotations given will remain "firm" for 30 days only.
- 4.4 Payment of account are as per the terms granted by The Company. The Company reserve the right to change payment terms as they see necessary.
- 4.5 Should the Purchaser default in any payments, The Company reserve the right to cancel or suspend any further deliveries without prejudice to their right of payments for any outstanding debt. All amounts owed to The Company become due when The Purchaser is in default of payment.
- 4.6 The Company serve the right to charge interest on overdue accounts at the rate of 8%.
- 4.7 If the Company has to resort to legal action to recover overdue debts, The Debtor will be liable for all costs, interest and Solicitors fees.
- 4.8 Items not taken 30 days from initial order date will be invoiced with the payment terms stated on the purchasers account
- 4.9 The Company shall retain the title for all products supplied by them until such goods are paid for in full. In the event of insolvency and where products supplied by The Company have been resold, we shall retain the title to any goods which have not been paid for.
- 4.10 Any credit limits offered by the company will include open invoices and sales orders and can be withdrawn at time without notice

#### 5. **Warranty/Liabilities:**

- 5.1 If within the specified guarantee period from the date of dispatch from our site an unbroken product is, through faulty manufacturing or product failure, we will at our discretion, supply a like for like replacement. This represents our maximum warranty liability.
- 5.2 Any claims under warranty is subject to our representative being afforded reasonable opportunity to inspect the product concerned before removing or replacing. If on inspection it is determined that the product was not of faulty manufacturing or product failure, you may be required to pay the cost of the inspection.
- 5.3 If a replacement product is supplied, it will be of our standard type or product current at the time of replacement.
- 5.4 This warranty applied only to Products installed in normal building service conditions within the United Kingdom.
- 5.5 The warranty excludes:
  - a. Any products which have not been handled, stored, installed or maintained completely in accordance with the Product Care & Maintenance Guides.
  - b. Glass Products displaying the optical phenomenon occasionally seen as interference colour bands known as "Brewsters Fringes".

- c. Replacement products beyond the period covering the original product.

I, the person named below, confirm that I am authorised to accept the above Terms and Conditions and do so on behalf of The Company named below.

Company Name: \_\_\_\_\_

Authorised Person: \_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Date: \_\_\_\_\_