



Terms and Conditions

Definitions:

The following terms shall have the meanings set forth below:

“Buyer” means the party identified on the face of this Contract with whom Window Warehouse Limited is selling the goods and services to.

“Seller” means Window Warehouse Limited, acting through its companies or business units, as identified on the face of this Contract.

“Contract” means the instrument of contracting and the release document for the Work to be performed.

“Work” means all required labour, materials, supplies, goods, and services constituting the subject matter of this Contract.

1. This document when accepted by or on behalf of the Buyer is a complete record of the Terms of the Contract. No admission by the Seller whether by way of indulgence or otherwise or failure or delay to properly enforce the Buyer's rights hereunder shall be construed as a waiver of the Buyer's rights.
2. (i) All materials shall be of good quality but the Seller shall be under no liability whatsoever in respect of minor blemishes and imperfections not guaranteed by the Material Supplier or Distributors.
(ii) No work will be done with materials supplied other than those specified in the Contract.
3. All variations must be agreed in writing between the parties otherwise the Seller shall not be obliged to make account thereof.
4. Orders for goods made or obtained specially cannot be cancelled or the goods returned.
5. Goods claimed to be defective must be returned immediately, and if it is agreed by the Seller that they are defective they will be replaced or repaired free of charge or at Seller option allowed for credit, provided that such credit shall not exceed the value of the goods as invoiced and provided that the Purchaser shall return the goods in the same condition that they were supplied.
6. Seller guarantees the sealed units against breakdown 5 years from date of manufacture, provided that if glazed by the Buyer and not Seller Personnel, it is in accordance with British Standards and that they were purchased from the a discounted list.
7. Seller will also pass on profile and hardware guarantees from suppliers to the extent remaining.
8. All illustrations, details etc., submitted at tender stage or contained in the Seller brochure, price list or advertisements, must be regarded as approximate representations only, and not binding in detail unless stated to be so in the Contract. All particulars of the goods offered are stated in good faith as being approximately correct, but small deviations there from shall not violate the Contract terms nor be made the basis of any claim against the Seller.
9. Any glass sizes or Georgian or lead layouts given will be without liability.
10. Delivery dates stated on the Seller Contract are based on current indications and are therefore subject to confirmation. If delivery dates are delayed because of war, strikes, lock-outs, breakdown of machinery, fire, accident, inclement weather, or for any other reason beyond the Seller's control at our works or at the works of any of our suppliers, or on site, no claims for loss or expense incurred arising either directly or indirectly after such occurrences shall in consequence be made against the company. If at the date specified for delivery the Buyer refused to accept the goods which are the subject matter of the Contract for reasons outside the control of the Seller, then the Buyer shall remit to the Seller an amount equivalent to that which he would be liable to pay if the goods had in fact been delivered. The goods will be stored by the Seller but the Buyer will be liable to pay reasonable rent for the period of storage, plus the cost of any additional transport incurred, unloading at site not included in the tender unless otherwise stated.
11. Where glass and glazing forms part of the Contract, Seller does not accept responsibility for any damage and breakage after glazing.
12. Where pre-glazed units form part of the Contract the Seller shall only accept liability for damage when the Seller is directly handling the materials.
13. Seller has no Liability for any damage or injury to property of persons arising directly from any defect in the goods or any costs, losses or expenses incurred or sustained by the Buyer in connection with such goods prior to or subsequent to such defect becoming apparent.
14. No responsibility whatsoever shall be accepted by the Seller in respect of work carried out otherwise than under the Seller's direct supervision. The Seller cannot accept responsibility for resulting damage from structural or inherent defects of any kind in the property at which the fixing or installation is carried out.

15. It is a condition of any Contract that the Buyer undertakes without charge to the Seller to comply with all statutes. Orders in Counsel, Decree, Regulation, Bye-law or other requirement for the time being in force of any Government, Department, Municipality or other competent authority in relation to the area where goods are supplied, fixed or temporarily stored. If owing to the Buyer's failure to comply with this condition, the Seller is put at any loss or expense the Buyer will be liable to reimburse the Seller for the full amount of such loss or expenses and any consequential loss.
16. Discounts from list are based on compliance with trading and payment terms agreed within the Contract. Non-payment will result in the full list price becoming due and payable and any agreed discount being withdrawn. All guarantees will be withdrawn until all sums due are paid in full including any charges.
17. Credit orders are accepted subject to the Buyer's credit being approved by the Seller, all other orders subject to a deposit and the remainder to be paid on delivery.
18. Please note that VAT is subject to variation and should there be a change in the VAT rate this will become applicable immediately the Contract comes into effect.
19. Seller shall exercise the statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if Seller is not paid according to agreed credit terms.
20. Seller reserves the right to withhold deliveries if trading/payment terms agreed are not adhered to.
21. No Third Party rights will accrue as a result of this Contract.
22. Passing of Property
 - (i) Ownership and title of the goods only pass to the Buyer upon full payment to the Seller (including but not limited to any taxes, delivery charges or any other charges applicable to the Contract).
 - (ii) Until such a time as the Buyer becomes the owner of the goods, the Seller will store them on his premises separately from the Buyer's own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Seller.
 - (iii) The Buyer's right to possession of the goods shall cease if he, not being a company, becomes bankrupt or makes a composition or arrangement with his creditors or if it, being a company, shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or if a proposal is made for any composition scheme or arrangement with (or assignment for the benefit of) its creditors or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver or administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Buyer or if a petition is presented or a meeting is convened for the purpose of considering a resolution or if other steps are taken for the winding up of the Buyer or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction). The Seller may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
 - (v) Subject to the terms hereof the Buyer is licensed by the Seller to agree to sell the Seller's goods, subject to the express condition that such an agreement to sell shall take place as agents and bailees for the Seller whether the Buyer sells on his own account or not and that the entire proceeds thereof are held in trust for the Seller and are not mingled with other monies and shall be at all times identifiable as the Seller's monies.
 - (vi) If the Buyer has not received the proceeds of any such sale, he will upon being called upon so to do by the Seller, within calendar seven days thereof assign to the Seller all rights against the person or persons to whom the Buyer has supplied the goods.
23. Suspension or Cancellation of Deliveries. If the Buyer shall fail to pay the Seller on the due date any sum payable hereunder or if the Buyer's right to possession of the goods shall cease in accordance with Clause 22, the Seller may, without prejudice to its other rights, demand immediate payment by the Buyer of all unpaid accounts and suspend further deliveries and cancel this and any other Contract between the Seller and the Buyer without any liability to the Seller in respect of such suspension or cancellation. If the Buyer cancels his order/Contract the Seller shall be entitled to recover any loss sustained thereby from the Buyer.

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