





STYLE & SIMPLICITY ROLLED INTO ONE

**INSTALLATION MANUAL** 











Europa Compact
Roller Garage Doors

Europa Elite Roller Garage Doors





# **INSTALLATION MANUAL**

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## 1. IMPORTANT INFORMATION

Important: Please read these instructions carefully prior to commencing installation of the door. The door supplied has been designed to provide many years of trouble-free use, this will only happen if the door is installed and operated correctly. The door must be installed and used in accordance with these instructions as failure to do so could result in damage and jeopardise any future warranty claim.

UPON DELIVERY ALWAYS CHECK THAT DOOR DETAILS ARE CORRECT AND THAT THE DOOR IS FREE FROM DAMAGE, BEFORE REMOVING ANY EXISTING DOORS. ANY DAMAGE OR DISCREPANCIES MUST BE REPORTED WITHIN 2 DAYS FROM RECEIPT OF DELIVERY.

- 1. Our doors are designed purely for closing an opening envisaged for letting through vehicles & people. No liability can be assigned for improper use of the door.
- 2. Only approved replacement parts are to be used. Non genuine or unofficial parts may jeopardise any future warranty claim.
- 3. The installation should only be carried out by a suitable trained & skilled engineer, who must carry out the work as stipulated by these instructions. Failure to comply with this, resulting in substandard or wrongful installation will result in the full cancellation of warranty terms.
- 4. These instructions should be handed over to the user, upon completion of the installation.
- 5. In keeping with our terms of the manufacturer's warranty, the door must be serviced every 12 months. This includes functional & visual testing of the curtain, motor drive unit, electric/electronic components and all fastening points. Failure to comply with this may jeopardise any future warranty claim. Records of servicing must be kept and made available to the supplier upon request
- 6. The company charged with carrying out the installation, must ensure that the structure of the opening is suitable to take up the load of the door supplied. Adaptations may be necessary to ensure a safe & secure installation is completed.
- 7. Electrical work is only to be carried out by a qualified electrician.
- 8. Particular notice should be taken of the wind resistance classes (EN13241-1) recommended for intended uses.

Minus temperature and freezing precipitation can cause the curtain profiles to freeze together or problems with the safety edge, we recommend you keep the door in full view when operating it. If the open movement is impaired, the door should be immediately stopped to prevent any damage occurring. Only when the ice on the curtain / safety edge has melted is the door to be operated – Do not use boiling water. Note to Installer

Please ensure this installation manual and the Operating, Maintenance and Service manual remains with the end user at it contains important safety and warranty information.

## 1.1 PREPARING FOR INSTALLATION

- 1.1.1 Upon receipt of the door, checks must be made to ensure that all parts are present & of the correct colour, according to the delivery note provided. Any damage or missing parts must be reported within 2 days from the receipt of delivery.
- 1.1.2 Ensure that all packages are resting on level ground, and are free from any sharp objects. It is advised that the curtain in particular, whilst it must be checked to determine the correct colour, should not be completely removed from its packaging prior to its installation.
- 1.2.2 Measure the opening to ensure that the door provided is correct to the door that has been supplied. This must be done prior to removal of any existing doors, as any irregularities may lead to the door having to be re ordered, and the opening then left unsecured.

## 1.2 PREPARING THE GUIDE CHANNELS

Firstly ascertain the guides are the correct way up. They can only be mounted in one way, ensuring that when they are located into the side caps, both components are completely flush with each other. The guide channels can either be reveal fixed (between the opening) or face fixed (onto the opening). For reveal fitting, the holes should be drilled through the inside of the guide channel, and for face fitting through the outer face of the guide channel.

Using a pencil, mark the first hole 150mm from the bottom, and the last hole 150mm from the top. Proceed to mark remaining holes, at approx 900mm centres. Drill a 7mm pilot hole through both skins of the aluminium guide channel. Then proceed to enlarge the outer holes to 13mm. To assist the smooth operation of the curtain, a 20mm saw cut should be inserted at the top of both guide channels on the inside face, and the channel then flared to create a feed arch below the nylon idler wheel on the side cap.

## 1.3 INSTALLATION OF THE FRAMEWORK

The head of the door (side caps, barrel & box) is pre assembled. However if the door is inclusive of the optional front box fascia, remove this by removing the pre fitted screws. Lay the head of the door carefully onto a flat surface. Slot the guide channels into the locating pegs on the bottom of the side caps, ensuring that the back of the side caps and the back of the guide channels are flush with each other. This should form a goalpost arrangement. Ensure that the opening is clear of any obstructions, and that the fixing surface is free from any loose debris. Ensure that there are no protrusions that may impede or damage the back box or curtain.

Ensuring that at least two persons are present, hold each end of the head of the door & carefully lift the arrangement up and into the desired position, being careful not to put pressure on the locating pegs connecting the guide channels to the side caps. Please note that while the framework is not fixed in place, be aware that it may fall if not supported. Use a temporary fixing method to hold the structure in place, whilst ensuring that all surfaces, both horizontal & vertical are level. Secure the back box in place evenly across the full width, ensuring countersunk fixings are used.

## 1.4 FIXING THE GUIDE CHANNELS

Using the pre drilled holes, affix the guides to the opening using suitable fixings for the structure. It is important that the guides are level with each other. Packers may be required if the structure does not offer a flush fixing. Once both guides are securely and safely mounted, apply the plastic caps to cover the enlarged holes (face fixing only).

## 1.5 FIXING THE SIDE CAPS

As with the guide channels, ensure that the side caps are flush with the structure, using packers where necessary. Drill a 7mm hole through the top corner of each side cap, and affix to the structure using suitable fixings. Drill a hole for the motor cable through the inside of the side cap, and thread the cable through, ensuring it cannot be fouled by the curtain during operation.

## 1.6 MOUNTING THE CONTROL PANEL

Connections to the 230v mains supply should only be carried out by qualified personnel. The positioning of the control panel should be as such that the door is in full view to the operator, and should also be on the same side as the motor.

As various control panel types are available, please refer to the individual manufacturing instructions for mounting and commissioning. These instructions contain important information relating to safety, and thus should be left with the user, for future reference.

## 1.7 MANUAL OVERRIDE INSTALLATION

When there is an interruption in the power source, a manual winding handle is required to activate the door. There are three possible methods of accessing a manual override:

## 1.7.1 STANDARD INTERNAL OVERRIDE

If the door is fitted with the optional front fascia, the override position will exit at 45 degrees from the bottom of the side cap. If the door doesn't have a front box fascia, the override will exit directly from the bottom of the side cap. The hole for the override will be pre drilled for the correct position. Insert the override shaft through the hole & locate into the motor head. Finally affix the override bracket to the side cap through the fixing holes provided. If the door has the front box fascia, this will have to be installed before fitting the override in place.

## 1.7.2 HIGH LEVEL EXTERNAL OVERRIDE

See manufacturers instructions, supplied here with.

## 1.7.3 LOW LEVEL EXTERNAL OVERRIDE

See manufacturers instructions, supplied here with.

## 1.8 INSTALLING THE DOOR CURTAIN

Carefully remove the curtain from the cardboard tube, and lay it down onto a level surface. Unwrap the outer layer of packaging from the curtain, and ensure that the now unprotected face of the curtain does not contact anything which may cause damage to it. Use some of the outer packaging to wrap around the steel axle/barrel of the door, as a protective cover.

Place an object in the opening, approx. 500mm high (a tool box is ideal), to allow the curtain to rest on it. Ensuring that at least 2 persons are present, lift the curtain at either end, up to the head of the door. Use precaution and additional persons. If the curtain is particularly heavy (the maximum lifting weight for one person is 25kg). Begin to unravel the curtain, and with the bottom rail first, gently slide the curtain down the guides/runner of the door. Please ensure that the curtain is under control at all times, whilst doing this. Do not let the curtain free fall down the guides. Take extra care not to drag the curtain over the steel axle/barrel, as even with protection around it, it may still cause significant damage to it if contacted.

Keep feeding the curtain down the guides, until it comes to rest on the object within the opening. Slide the curtain connectors onto the top slat of the curtain.

## 1.9.1 CURTAIN CONNECTION - AUTO LOCKS

The high level external override is such that the door can be manually operated through the rear of the back box or through the masonry of the opening. If it's through the back box, a hole will be pre drilled, and a lock will be inserted. To operate the override, remove the lock & insert the shaft into the head of the motor. The masonry will need to be pre drilled, if this method is required, to line up with the pre drilled hole in the rear of the back box & side cap. Spread the Locking rings in pairs evenly across the length of the axle/barrel, ensuring that the outside ones sit near to the guide channels. Locate the brass coloured pins of each auto lock into the holes in the fixing rings. Ensure all the pins are in the same sequence of holes. Screw the rings into the axle/barrel using the self tapping screws provided, ensuring the rings sandwich the auto locks in additional fixing can be put into the holes within the auto locks, but extreme care must be taken when drilling into the axle/barrel, as to not hit anything (i.e. the motor) situated inside of it. It is also important to use the correct length screws, for the same reason.

## 2. INSTALLATION OF THE MOTOR

The limit setting is dependent upon which motor is being used. For the curtain connectors to lock the door down when closed, the closed motor limit should be set so that the top slat is bent slightly inwards, so that it is lightly pushing against the back box. Only begin to set the limits once the door has been operated using the manual override, and the door moves freely in both directions.

## 2.1 MOTOR LIMIT SETTING - SOMEY MOTOR

Remove the yellow limit cover, to expose the white & yellow limit switches. If the door has a left hand motor (viewed from chamfered side of the box/side cap), the yellow limit switch controls the up/open stop position, and the white limit switch controls the down/closed stop position. Reverse this for a right hand motor. Begin by ensuring both limit switches are pressed down take the door to the desired closing position, by using the buttons on the control panel. Depress the limit switch, so that the limit fully releases. The closed limit is now set. Take the door to the desired up/open position, and repeat using the opposite limit switch. The open limit is now set.

## 2.1.1 MOTOR LIMIT SETTING - ELLARD MOTOR

The arrows on the head of the motor show the direction in which the motor is travelling. If the barrel is turning anti-clockwise, the door will be opening, therefore this is the up/open limit, if the barrel is turning clockwise, the door is closing, this is the down/closed limit.

The down/closed limit should already be set , however for further adjustment of the limit, run the door is the down direction. If the door stops before the desired closed position, use the limit adjustment tool provided & turn the limit in the '+' direction. This will make the door travel lower.

If the door goes past the closed position, turn the '-'limit to reduce the travel. Run the door in the up direction, until it stops short of the desired open position. Turn the '+'limit to increase the travel of the door. If the door has gone too far past the opening, use the '-' to reduce the travel. The open & closed limits are now set.

## 2.2 FITTING THE OPTIONAL FRONT BOX FASCIA

If the door has been supplied with an optional front box fascia, this should have been removed at the beginning of the installation process. Refit the fascia with the screws provided.

## 2.3 FINAL INSTALLATION CHECKS.

Upon completion of the installation, the installer(s) must go through the following safety & operation checks. Ensure all components are free from dirt & debris, and that moving parts do so freely & smoothly, without interference, abnormal noises or unexpected stoppages.

Test the control panel, motor and any other electrical components, in line with the manufacturers own instructions, including the thorough testing of any safety features, ensuring the obstacle detection activates when required. During this testing process, if the door is run continuously, the thermal trip within the motor may activate. If this happens, wait sufficient time for the motor to cool down, before finalising the checks. The user should be shown the correct operational procedures, and left with the relevant documentation, for future reference.

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# erms and Conditions

## THE PRIORY SHUTTER & DOOR CO. LIMITED TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES

#### 1. Definitions

- Definitions: In these Terms & Conditions, the following definitions apply: -
- Conditions: The Terms & Conditions set out in this document Company: The Priory Shutter & Door Co. Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 1081336) or The Priory Door Group Limited (registered in England and Wales with number 108136) or The Priory Door Group Limited (registered in England and Nation Eng England and Wales with number 38410)

- Conductive Conductive
- 22 A reference to a part includes its personal representatives, successors or permitted assigns.
- 2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. A reference to a statutory provision as amended or re-enacted. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the
- 24 sense of the words preceding those terms.
- 2.5 A reference to writing or written includes faxes, emails and text messages.

## Application

- 3.1 All Contracts that are undertaken by the Company are subject solely to these terms and conditions which can be varied only in writing by a Director of
- 3.2 These terms and conditions override any others contained in or on the Customers order or any other document, and shall form the terms and conditions of the Contract
- The Company reserves the right to accept or reject any order and no binding Contract shall exist until the Customers order is acknowledged by the Company in writing.

#### Quotations

- Quotations are valid for 30 days from date of issue, unless specifically agreed in writing by the company The Company reserve the right to increase / decrease the prices quoted according to increase / decreases in the cost of Labour, Material, Transport or any other matters outside its control taking effect between quotation and acceptance of order.
- Other inactes outside its control to the stage, any changes in specification, addition of items, size changes or other differences from the original quotation will result in a final quotation being issued for acceptance by the Customer prior to the commencement of smufacture.

  The Company manufacture the Goods according to measurements the Customer provides unless the Company has carried out a site survey for the 4.3
- Goods on the Customers behalf.
- It is the Customers responsibility to ensure that the measurements provided are correct and accurate and the Company cannot accept the return of 4.5 made-to-measure goods if the reason for the return is due to incorrect measurements being provided from the Customer.

#### Specification

- The Customer is responsible for ensuring that the correct Goods are supplied to suit the site requirements by providing the Company with as much information as possible.
- The company will advise based on experience, technical knowledge and the information the Customer provides the correct Goods specification but accept no responsibility whatsoever should the Goods provided by unsuitable for the environment it is installed.

#### Traceability

Upon acceptance of your order, the Company shall issue the Customer with a job reference number, please quote this reference number on all subsequent and future correspondence with the Company relating to the Contract.

## **Delivery and Completion**

- The Company will endeavour to meet delivery and/or completion dates quoted but shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations under the Contract due to any cause whatsoever outside its reasonable control whether arising out of
- any act or omission of the Company or otherwise and time of delivers and/or performance shall not be of the sessional control whether arranged to any act or omission of the Company or otherwise and time of delivers and/or performance shall not be of the sessional control whether arranged to the company of 7.2
- The Goods will be invoiced on the day that they are ready and collection must be made within 5 working days of the Company notifying the Customer 7.3 that the goods are available. The company may charge for storage for the Goods that are not collected during this time period.
- Delivery of an order shall be completed when the Company delivers the Goods to an address given by the customer or when the items are collected from the Company's works, if no one is available at the Customers address to take delivery, we will endeayour to contact the Customer immediately, if 74 delivery cannot be made the Goods will be returned to the Company's works and the customer will incur a repeat delivery cost.

  The Goods will be the responsibility of the Customer from the completion of delivery or from when the Goods are collected from the Company's works,
- the Customer will own the Goods once full payment has been received.

## 8. Faulty Goods

- The customer warrants that on delivery / collection the Goods shall:
  - 8.1.1 Conform in all material respects with their description and specification
  - 8.1.2 Be free from material defects in design, material and workmanship
  - 8.1.3 Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)
- In the case of supply only Contracts, the Customer must inform the Company about any loss or damage giving rise to a claim within 3 working days of 8.2 the date of delivery and confirm in writing within 5 working days. If the Customer does not do this then the Company will not be liable for any loss or damage unless the Customer can prove that:

  The consignment was signed for as damaged or missing on receipt of deliver
  It was not reasonably possible for the customer to tell the Company or make the claim in writing within the time set
- 8.3
- 8.5 The advice or claim was made at the first reasonable opportunity
- 8.6 If a claim is made for damage or loss of part of a consignment, the Customer making the claim must make sure that the Company can inspect the Goods and the packaging the Goods were wrapped in if they so wish.
  The Company will not make any payment or manufacture replacement goods for damage or loss unless the Goods and their packaging are made
- available by the customer for inspection for a reasonable period of time after the claim has been made. The company may also request further evidence such as photographs etc.
- Such a phrodigible set.

  The Company shall, as its option, repair or replace the defective Goods, or refund the price of the defective Goods only in full but does not, under any circumstances, accept consequential Losses (See section Clause 9.1)

  The Company shall not be liable for Goods failure to comply if: -88
- - 8.9.1 The Customer makes any further use of such Goods after giving notice in accordance with clause 8.2; or
  - 8.9.2 The defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use and maintenance of the Goods: or
  - 8.9.3 The defect arises as a result of the Company following any drawing, design or specification supplied by the Customer; or
  - 8.9.4 The defect arises as a result of fair wear and tear, negligence, wilful damage, abnormal storage, poor installation or working conditions
  - 8.9.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract

## 8.9.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Companies

## **Consequential Loss**

- The Company shall not, under any circumstances, be liable for direct or indirect consequential loss, howsoever, whensoever, wheresoever arising, whether or not attributable to the negligent act or commission of the Company.

  Delivery to the Customer or the Customers site is subject to the Customer providing requisite labour for unloading and accepting responsibility for
- 92 damage to the goods, or claims under Common Law for personal injuries.
- 9.3 Any times quoted for despatch are estimates only and will date from receipt by the Company of a written / verbal order and of all necessary information required to enable work to commence and proceed uninterruptedly e.g. Approval of manufacturing drawing provided.

  The Company will not be liable for any loss whatsoever, resulting from its failure to despatch on or before the estimated date. The Company will not
- 94 accept cancellation through delay in delivery or any other reasonable cause.

### 10. Warranty / Guarantee

- All goods are supplied with a 12 month guarantee from date of delivery, the Company will repair and / or fix any defects that are attributable to the Company as long as the installation instructions are followed correctly and the goods have not been misused against the Company's Operation and Maintenance manuals.
- 10.2 In the unlikely event that there is a defect with the goods during this period, the customer must contact the Company and allow a reasonable opportunity to repair / fix any defect - Refer to consequential loss section in regards to liability for costs incurred.
- If the Customer asks the Company to attend site and there is no defect, or the defect is not attributable to defective goods supplied by the company 10.3 then the company may charge you for labour and travelling costs incurred.

  The warranty is subject to the correct goods being chosen at specification stage – Refer to Specification section, fair use of the goods and the goods
- 104 being installed, maintained and operated as in accordance with the instructions in the Company's Operation and Maintenance manuals.

  The company does not assume responsibility for any accidents, damage or injury, which may occur due to user negligence of failure to comply with the
- instructions in the Company's Operation and Maintenance manuals.

#### 11. Force Majure - Events outside our control

- 11.1.1 The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these
- Conditions that is caused by an Event Outside of Our Control.

  11.1.2 An Event Outside of Our Control means any act of event beyond our reasonable control including without limitation, Strikes, Lock-outs, or any other industrial actions (whether involving its own workforce or a Third parties), Civil Commotion, Riot, Invasion, Terrorist Attack or threat of Terrorist Attack, War (whether declared or not) or threat or preparation for War, Fire, Explosion, Storm, Flood, Earthquake, Subsidence, Epidemic or any other natural disaster, failure of energy sources or transport networks, interference by Civil or Military authorities, collapse of building structures or "Act of God", or failure of public or private telecommunications networks including telephone lines, mobile phone including text messaging services, facsimile lines or email communication.
- 11.1.3 Should such an event occur, the Company shall endeavour to contact the Customer as soon as reasonably possible to notify and advise of such

#### 12. Contract conditions and misrepresentation

- The Customer acknowledges that there are no Terms or Conditions of this Contract other than those set out herein and this Contract was not entered
- into in reliance or any representations whether written or oral other than those set out in this Contract.

  The Customer acknowledges that by accepting the offer made in the Quotation / Estimate by the Company, the Customer accepts its terms and conditions which form the basis of the Contract between the Company and the Customer.
- The Contract shall be construed as an English Contract and be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

#### 13. Customer's insolvency or Incapacity

- If the Customer becomes subject to any of the events listed in clause 13.2, or the Company reasonably believes that the Customer is about to become subject to any of the events and notifies the Customer accordingly, then, without miniting any elaboration and the right or remediable to the Company, the Company may cancel or suspend all further adeliveries under the Contract or under any other Contract between the Company and the Customer without incurring any liability to the Customer shall become immediately due for full
- 13.2 For the purposes of 13.1, the relevant events are:
  - 13.2.1 The Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) us deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or having no reasonable prospect of so doing, in either case, within the meaning of Section
  - 268 of the Insolvency Act 1986, or (being in a partnership) has any partner to whom any of the foregoing apply; or 13.2.2 The Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; or
  - 13.2.3 (being an individual) the Customer is the subject of a bankruptcy petition or order; or 13.2.4 A creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or,
  - 13.2.5 (being a Company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to
  - appoint an administrator is given or if an administrator is appointed over the Customer; or

    13.2.6 (being a Company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver: or

  - 13.2.7 A person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets; or 13.2.8 Any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2/1 to clause 13.2.2 floatingsive); or 13.2.9 The Customer suspends, threatens to suspends, ceases or threatens to cease to carry on all or substantially the whole of its business; or 13.2.10 The Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's fanancial position deteriorates to such an extent that in the Company's opinion the Customer's fanalcial position.

  - obligations under the Contract has been placed in jeopardy
  - 13.2.11 (Being an individual) the Customer dies or, by reason of illness of incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation

## 14. Liability Limitations

- Nothing in these Conditions shall limit or exclude the Company's liability for:
  - Death of personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors
  - 14.1.2 Fraud or fraudulent misrepresentation; or
  - 14.1.3 Breach of terms implied by section 12 of the Sale of Goods Act 1979; or

  - 14.1.4 Defective products under the Consumer Protection Act 1987; or
    14.1.5 Any matter in respect of which it would be unlawful for the Company to exclude or restrict liability

## 14.2 Subject to clause 14.1:

- 3abject to clause 4.1.

  14.2.1 The Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect consequential loss arising under or in connection with the Contract (including any losses that may result of a deliberate
- because of the Contract by the Customer, its employees, agents or subcontractors (See Clause sections 9 and 11); and 11); and 12.2. The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by deliberate breach of the Contract by the Company, its employees, agents or subcontractors shall not exceed the price of the Goods.

#### 15. General

- The headings to the Clauses do not form part of these Terms and Conditions of Trading and shall not be taking into account in their interpretation. The Terms and Conditions set out in the Contract shall apply not only to this Quotation / Estimate but to all orders subsequently placed with the 15 2
  - Company by or on behalf of the Customer in connection with the same or other work. All quotations / estimates are strictly Nett, unless otherwise agreed, and do not provide for any further discounts including Main Contractors Discount unless agreed prior to placement of order.
- Unless expressly stated otherwise all prices are exclusive of VAT which shall be charged at the rate and in the manner prescribed by law from time to 15.4
- 15.5 Notwithstanding any Contract term allowing the Customer credit, payment shall become due and payable to the Company immediately upon the
- termination of the Contract.

  Where the Customer makes default under the Contract or any other contract with the Company in payment on the due date or any sum due to the Company, the Company, the Company without liability may postspone any delivery or cancel the Contract or any other Contract between the Company and the Customer but without prejudice to any right or remedy which the Company may have against the Customer in respect at such default and in the event of a suspension of performance of the Company shall be entitled, as a condition of resuming performance, to require pre-payment, or such security, as it may require.

# The Priory Shutter & Door Co.

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