

The Priory Shutter & Door Co. Limited Terms and Conditions for the provision of Goods and Services

1. Definitions

- 1.1 **Definitions:** In these Terms & Conditions, the following definitions apply: -
- 1.2 **Conditions:** The Terms & Conditions set out in this document
- 1.3 **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 38410)
- 1.4 **Goods:** The Goods / Services (or any part of them) supplied by The Company to the Customer
- 1.5 **Customer:** The person, firm or company who purchases the Goods from the Company
- 1.6 **Contract:** the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

2. Construction: In these Conditions the following rules apply: -

- 2.1 **Person:** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- 2.2 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.
- 2.4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.5 A reference to **writing** or **written** includes faxes, emails and text messages.

3. 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 the Company.
- 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
- 3.3 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.

4. Quotations

- 4.1 Quotations are valid for 30 days from date of issue, unless specifically agreed in writing by the company
- 4.2 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.
- 4.3 At order stage, any changes in specification, addition of items, size changes or any other differences from the original quotation will result in a final quotation being issued for acceptance by the Customer prior to the commencement of manufacture.

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

5. Specification

- 5.1 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.
- 5.2 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 be unsuitable for the environment it is installed.

6. Traceability

- 6.1 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.

7. Delivery and Completion

- 7.1 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 delivery and/or performance shall not be of the essence.
- 7.2 If the Customer has requested to collect the Goods from the company's premises, they can collect them from 10.30am to 12.30pm and from 1.30pm to 3.30pm Monday to Friday, unless agreed prior with a member of the Company's staff.
- 7.3 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 that the goods are available. The company may charge for storage for the Goods that are not collected during this time period.
- 7.4 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 endeavour to contact the Customer immediately, if delivery cannot be made the Goods will be returned to the Company's works and the customer will incur a repeat delivery cost.
- 7.5 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

- 8.1 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)
- 8.2 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 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: -
- 8.3 The consignment was signed for as damaged or missing on receipt of deliver
- 8.4 It was not reasonably possible for the customer to tell the Company or make the claim in writing within the time set
- 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.
- 8.7 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.
- 8.8 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)
- 8.9 The Company shall not be liable for Goods failure to comply if: -
 - 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 All doors should be inspected upon delivery, and viewed within (but not direct) sunlight, from a standard distance of 3 metres, to view its overall appearance. From the aforementioned distance, the door should appear free of any marks, scuffs, stains, indentations or blemishes. For a warranty to be considered, damage must be visible from a distance of 3 metres.
 - 8.9.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company

9. Consequential Loss

- 9.1 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 omission of the Company.
- 9.2 Delivery to the Customer or the Customers site is subject to the Customer providing requisite labour for unloading and accepting responsibility for 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 uninterrupted e.g. Approval of manufacturing drawing provided.
- 9.4 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 accept cancellation through delay in delivery or any other reasonable cause.

10. Warranty / Guarantee

- 10.1 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.
- 10.3 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, then the company may charge you for labour and travelling costs incurred.
- 10.4 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 being installed, maintained and operated as in accordance with the instructions in the Company's Operation and Maintenance manuals.
- 10.5 The company does not assume responsibility for any accidents, damage or injury, which may occur due to user negligence or 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 issues.

12. Contract conditions and misrepresentation

- 12.1 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 on any representations whether written or oral other than those set out in this Contract.
- 12.2 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.
- 12.3 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

- 13.1 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 limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other Contract between the Company and the Customer without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due for full payment.
- 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) is 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 13.2.7 (inclusive); or
- 13.2.9 the Customer suspends, threatens to suspend, 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 capability to adequately fulfil its obligations under the Contract has been placed in jeopardy
- 13.2.11 (being an individual) the Customer dies or, by reason of illness or 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

- 14.1 nothing in these Conditions shall limit or exclude the Company's liability for:
 - 14.1.1 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:
 - 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 breach of the Contract by the Customer, its employees, agents or subcontractors (See Clause sections 9 and 11); and
 - 14.2.2 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

- 15.1 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.
- 15.2 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 Company by or on behalf of the Customer in connection with the same or other work.
- 15.3 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.
- 15.4 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 time.
- 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.
- 15.6 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

without liability may postpone 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 of 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.