

GENERAL CONDITIONS FOR THE SUPPLY OF GOODS

1. All contracts of sale made by AluFen Ltd. "the Vendor" are subject to these conditions to the exclusion of any and all printed terms and conditions of the Purchaser which shall not form part of the contract unless variation statements are in writing and signed by a Director of AluFen Ltd. The Purchaser on accepting the goods agrees to these conditions.
2. Where an order is placed on a previous quotation given by the Vendor the price must be included in writing on the order form. Where orders are placed by the Purchaser without information on an agreed price, the prices and discounts normally applied to the Purchaser's orders will be levied. All prices will be increased by the taxes levied by H.M. Government as decreed by law. The Vendor's normal method of processing orders is for digitally signed orders to be emailed by the Purchaser. When the Purchaser chooses to use verbal instructions, the Purchaser shall take full responsibility for any consequential errors, misunderstandings or omissions arising out of the Vendor not having digitally signed instructions. When an agent of the Vendor is acting on behalf of the Purchaser to place orders by taking measurements etc., then it is understood that the Purchaser is responsible for any errors, mismeasurements or omissions made by that agent.
3. All orders are accepted and deliveries made are at the discretion of the Vendor. If any deliveries have not been paid for by the due date according to the payment terms, then the delivery will not proceed and the Purchaser will be liable for any costs they incurred, directly or indirectly, as a result of a re-scheduled delivery.
4. Cancellation of an order by the Purchaser after the fourteen day Right to Cancel ('cooling off') period has expired, or receipt by the Vendor of a Waiver of Right to Cancel Notice from the Purchaser to the Vendor, may result in the Vendor, in their discretion, deducting any reasonable costs from the Purchaser's deposit before returning the balance of the deposit to the Purchaser. If such costs exceed the value of the deposit, the Vendor has the right to retain all of the Purchaser's deposit and charge them for any additional reasonable costs that the Vendor has incurred in the processing and manufacturing of the Purchaser's order/goods that exceeds the value of the deposit.
5. Delivery dates given by the Vendor are given in good faith but shall not be deemed to be of the essence, but a non-delivery or a delivery not by the due date shall not entitle the Purchaser to refuse a delivery tendered after such a date, repudiate the contract or make a claim for damages in respect of late delivery.
6. The Purchaser shall pay all transit and storage costs caused by them not accepting delivery by the due date.
7. Off loading and checking of goods at the time of delivery is the responsibility of the Purchaser, signature by the Purchaser, it's employee or agent on the delivery advice is acceptance by the Purchaser of the goods in good condition and conformity in all respects with the order. Claims for faulty, damaged or defective goods will not be met by the Vendors unless received in writing at their offices within 5 days from the delivery date. Damage and shortages reasonably obvious at the time of delivery must be appropriately recorded on the delivery note to validate a claim. Any damaged or faulty goods in respect of which the Vendors are liable must be returned to the Vendors for alteration or repair. Any cost arising out of the refusal to accept the delivery of goods to be the account of the Purchaser. The Purchaser is responsible for advising the Vendor of non-delivery of goods within 2 days of the agreed delivery date, failing which no claims for non-delivery can be entertained and the delivery will be deemed to have been made.
8. The Purchaser shall not be entitled to reject any material on account of imperfections or variations inherent in aluminium extrusion product assembly and the glass-making process (including the optical phenomenon of Brewster's Fringes). Unless otherwise agreed in writing, the acceptability of glass quality in insulating glass units should be judged by reference to "Visual Quality Standard for Installed Insulating Glass Units Constructed from Flat Transparent Glass" published by the Glass and Glazing Federation. Similar criteria apply to other types of glass.
9. The Vendor are suppliers of aluminium fenestration products only. Whilst the Vendor, upon request by the Purchaser, may suggest other individuals or organisations who may be able to assist the Purchaser in the process of ordering and installing their fenestration products, such suggested individuals or organisations will not be seen as recommendations by the Vendor to the Purchaser and will be employed by the Purchaser in an independent capacity to that of the Vendor. Any issues of misunderstanding, error/s, omission/s, faulty workmanship and unprofessionalism caused by these independently employed individuals or organisations must be taken up by the Purchaser with the individual or organisation concerned and not the Vendor, unless it can be proven beyond any reasonable doubt that the Vendor was at fault.
10. The Vendors reserve the right to modify change or improve any of its products at any time without notification. Such changes shall not entitle the Purchaser to reject the goods or cancel the contract.
11. The Purchaser must satisfy themselves as to the suitability of the products before use or installation. No liability shall rest upon the Vendor for any condition made or implied, nor is any warranty given or to be implied as to the life and wear of goods supplied or that they will be suitable for any other particular purpose for use under specific conditions notwithstanding that such purpose or condition was made known to the Vendor before manufacture or supply.

12. All payments for goods supplied should be paid for in accordance with the payment terms quoted on the invoice and/or order form. Where payment terms are not quoted or are not comprehensive i.e. cover all conditions, full payment in the form of cleared funds for goods is due 5 working days prior to delivery. In the case of overdue moneys the Vendors shall be entitled to withhold deliveries on that order or other orders or both and shall be entitled to payment for them. Any delivery delays and/or resultant costs incurred by the Purchaser as a result of late payment will be borne by the Purchaser.
13. Subject to the Purchaser having performed his obligations hereunder as to payments and otherwise, the Vendor agrees that it will repair or replace free of charge any material or goods supplied by it within the following durations after the date of supply which are proved to the satisfaction of the Vendor to be defective due to faulty materials or workmanship.

- Aluminium window and door frames 10 Years (Powder-coated paint warranty 25 years)
- Aluminium glazed roof frames 10 Years (Powder-coated paint warranty 10 years)
- Composite doors 10 Years (Surface warranty 10 years)
- Sealed units 5 Years
- Locking/hinging mechanisms 2 years
- Hardware 2 years
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Any replacement goods will be warranted only until the expiration of the relevant duration from delivery of the original goods.

This undertaking is given by the Vendors in lieu of all conditions, guarantees or warranties of every kind whether expressed or implied by law or otherwise which are hereby expressly excluded. The liability of the Vendor (whether by contract or in tort or otherwise) arising out of this contract shall not exceed the net invoiced price of the particular goods in regard to which complaint is made. The Vendor has no liability for consequential or other costs incurred by the Purchaser caused by defective goods. For goods not supplied by the Vendor but supplied loose or fixed to a product supplied by the Vendor, the Purchaser will enjoy any benefit or guarantee the Vendor may receive under the contract entered into between the Vendor and the Supplier in the event of failure or the items being defective.

14. This contract is made and shall be governed according to the laws of England.