**Connaught Windows Limited**

**Standard Terms of Trading for the manufacture and supply of PVCu and Aluminium products**

1. Business customers and consumers
	1. Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.
	2. All other terms apply to all customers.
	3. You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.
	4. If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer, which are not affected by these terms. Contact your local trading standards office for more information. Words in *italic type* are legal words which clarify, rather than alter, the meaning of the relevant clause.
2. Price and acceptance of orders
	1. The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
	2. We prepare quotations from the information you provide. We cannot be liable for misinterpretation of your requirements if, for example (without limitation) you have not used industry standard terminology or schematics, or have not made your requirements clear. We may make certain assumptions where you have not specified what you require a quotation for, and in such cases we shall quote for the item we anticipate you will require. You must check that the quotation provided is for the correct goods.
	3. Our quotations lapse after 30 days (unless otherwise stated), or earlier if the goods are no longer in our standard range of products. Orders may only be made on our standard order form for the goods being ordered or via our online ordering software. Our representative may complete the order form for you. This is to assist you and you must provide full and accurate details, measurements and specifications for your whole order. You must thoroughly check that the order form is completed correctly before you sign it. We accept no liability for the content of order forms, whether completed by you or by us on your behalf. Neither we nor our representative will provide advice on suitability for purpose or installation or take any measurements.
	4. Orders are accepted by us only by means of our sending to you an order acknowledgement.
	5. The price quoted excludes delivery (unless otherwise stated).
	6. **Business customers:** unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.
	7. Business customers: rates of tax and duties on the goods will be those applying at the time of delivery.
	8. **Business customers:** at any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.
	9. You are liable to pay for the goods on the order form. We will not notify you if the goods you order are different goods, or have different specifications, to those for which you have asked us to quote. It is your responsibility to ensure that you order the goods you want.
3. Delivery
	1. All delivery times quoted are estimates only.
	2. If we fail to deliver within a reasonable time (and clause 3 below does not apply), you may (by informing us in writing) cancel the contract, however:
		1. you may not cancel if we receive your notice after the goods or any part of them have been manufactured; and
		2. if you cancel the contract, you can have no further claim against us under that contract.
	3. If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
	4. We may deliver the goods in instalments. Each instalment is treated as a separate contract.
4. Delivery and safety
	1. We may decline to deliver if:
		1. we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
		2. the premises (or the access to them) are unsuitable for our vehicle.
	2. You are required to provide appropriate equipment and manual labour for unloading the goods at the delivery point.
5. Delivery and risk
	1. The goods are at your risk from the time at which you begin to unload the goods at the delivery point.
	2. Delivery takes place either:
		1. at our premises (if you are collecting them or arranging carriage); or
		2. At your premises or other address specified by you (if we are arranging carriage).
	3. You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to tell us within 7 days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.
	4. We reserve the right to charge storage costs for any goods remaining uncollected 14 days after the date specified on the acknowledgement of order (being the date for collection or delivery). We reserve the right to invoice you in full for goods remaining uncollected 28 days after such date. Such invoices are payable on receipt.
6. Payment terms
	1. You are to pay us in cleared funds on or before delivery (or attempted delivery), unless you have an approved business credit account. We do not accept payment from a third party.
	2. Business customers: if you have an approved business credit account unless otherwise agreed with us in writing, payment is due within the period previously agreed by us in writing.
	3. if you fail to pay us in full on the due date:
		1. we may suspend or cancel the present and/or future deliveries or orders under any contract with us;
		2. you will be liable for the additional costs of delivering the goods to you once you do pay;
		3. we may cancel any discount offered to you;
		4. you must pay us interest at the rate set under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998
			1. calculated (on a daily basis) from the date of our invoice until payment;
			2. compounded on the first day of each month; and
			3. before and after any judgment (unless a court orders otherwise);
		5. You will indemnify us against and pay to us on demand all legal and other costs, losses, charges and expenses, including any commission charged, arising in connection with the recovery of any outstanding invoice and you are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly) and including legal costs on a full indemnity basis following any breach by you of any of your obligations under these terms.
		6. if you have an approved business credit account we may withdraw it or reduce your credit limit or bring forward the due date for payment of any other goods supplied by us.
	4. **Business customers:** we may take any of those actions in clause 6.3.7 at any time and without notice.
	5. **Business customers:** you do not have the right to set off any money you may claim from us against anything you may owe us.
	6. **Consumers:** you may only set off money you claim from us against money you owe us after giving us full written details of your claim and with our written agreement.
	7. While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien).
	8. Consumers: clause 6.3.5 means that you are liable to us for losses we incur because you do not comply with these terms. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.
7. Title
	1. **Consumers:** your statutory rights are unaffected.
	2. Business **customers:** until you pay all debts you may owe us:
		1. all goods supplied by us remain our property;
		2. you must store them so that they are clearly identifiable as our property;
		3. you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
		4. you may not use those goods or sell them unless we give you our permission in writing to do so in the ordinary course of your business. We reserve the right to revoke such permission at any time and for any reason.
	3. **Business customers:** you must inform us (in writing) immediately if you become insolvent.
	4. **Business customers:** if your right to use and sell the goods ends you must allow us to remove the goods.
	5. **Business customers:** whilst any sums due to us are owed we have your permission to enter any premises where the goods may be stored:
		1. at any time, to inspect them; and
		2. after your right to use and sell them has ended, to remove them, using reasonable force if necessary.
	6. Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
	7. You are not our agent. You have no authority to make any contract on our behalf or in our name.
8. Warranties
	1. Subject to the following terms of this clause 8 we warrant (as long as you comply with clause 8.4) that goods manufactured by us are free from material defect from the time of delivery for:
		1. 10 years in the case of:
			1. aluminium profiles
			2. PVCu profiles;
			3. conservatory roofs (non-white components 5 years only);
			4. polycarbonate goods; and
			5. white decorative door panels
		2. 5 years in the case of:
			1. woodgrain decorative door panels (excluding woodgrain panels fitted in full sun);
			2. sealed units
		3. 1 year in the case of all hardware including door, tilt and turn and patio door gearing and lock sets and hinges and all other sundry items.
	2. **Business customers:** we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
	3. **Consumers:** the warranty in clause 8.1 is in addition to your statutory rights.
	4. If you believe that we have delivered goods which are defective in material or workmanship, you must:
		1. inform us (in writing), with full details, within 7 days of the defect becoming apparent; and
		2. allow us to investigate (we may need access to your premises and/or your customers premises, and product samples).
	5. If any individual goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 8.4) in full, we will (at our option) provide a replacement part or goods or refund the price.
	6. We are not liable for:
		1. any other loss or damage (including *indirect* or *consequential loss*, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent;
		2. any defects in goods arising out of:
			1. fair wear and tear;
			2. fitting, dismantling or alteration of goods (including the fitting of attachments) after delivery;
		3. your (or your employees’, contractors’ or agents’) acts or omissions, including (without limitation):
			1. failure to comply with clause 9.1;
			2. failure to comply with our storage or handling recommendations;
			3. faulty installation or improper use;
			4. failure to maintain the goods properly or regularly; or
		4. any breach by you of building regulations or other legal requirement.
	7. Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to the extent of our insurance, currently [£2,000,000].
	8. For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the defective goods.
	9. We exclude all warranties in respect of white gasket discolouration or fungicidal build up, brass fittings, and minor imperfections in glass including (without limitation) the effect known as “Brewster’s Fringe.”
	10. Any products installed in close proximity to the coast will have a limited or excluded warranty. Advice should be sought before ordering.
	11. Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.
9. Specifications
	1. If we prepare the goods in accordance with your specifications or instructions you must ensure that:
		1. the specifications or instructions are accurate and are clearly set out on the order form;
		2. goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
		3. your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
	2. We reserve the right to make any changes in the specifications of our goods which are necessary to ensure they conform with any applicable safety or other statutory requirements. Specifications are subject to a tolerance of plus or minus 4mm in all directions.
	3. **Business customers**: we also reserve the right to make, without notice, any minor modifications in our specifications, designs or materials as we think necessary or desirable.
	4. You acknowledge that there are recommended size limits for certain products (indicated in clause 9.5). We will usually point out if the specifications you order exceed recommended limits but are under no obligation to do so. You will be liable for the safety and performance of any goods which exceed the recommended limits, and you fully indemnify and keep us indemnified us against all liabilities arising as a result of the manufacture and/or supply of such goods.
	5. The following sizes are our recommended size limits (and show the overall size width x height, including outer frame, transoms and mullions):

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| --- | --- |
| **Product** | **Recommended size limit in millimetres** |
| Residential door | 930 x 2100 (maximum) |
| French doors | 1800 x 2100 (maximum) |
| Patio doors (maximum slider size) | 1500 x 2300 (maximum) |
| Casement window sash top hung  | 350 x 350 (minimum) 1150 x 1150 (maximum) |
| Casement window sash side hung | 350 x 350 (minimum) 650 x 1200 (maximum) |
| Tilt and turn sashes | 600 x 600 (minimum) 1200 x 2100 (maximum) |

We only recommend the use of double glazed units made up of 4mm glass in all our products.

Standard transom drop is 400mm. Standard mullion width is 600mm on windows and 900mm on doors.

* 1. If you do not include a particular specification for any goods on your order we shall manufacture and supply goods to our standard specification, and shall have no liability to you for losses arising (directly or indirectly) out of your failure to include all the required specifications. We may make certain assumptions where you have not specified what you require, and in such cases we shall usually supply the goods we anticipate you will require. We shall have no liability if our reasonable assumption, based on our extensive experience, is incorrect.
	2. If you have ordered decorative glazing such as Georgian Bars or square lead designs, we shall send to you a drawing for approval. Our customers prefer different layouts, and we will therefore ask you to confirm that the drawing of the layout we have prepared is correct. If you confirm, by signing and returning the form, that the layout is as required, we will not be liable if that is not the case. Your order will not be processed until the form has been signed and returned to us.
1. Return of goods
	1. We will accept the return of goods from you only:
		1. by prior arrangement (confirmed by us in writing); and
		2. on payment of an agreed charge (unless the goods were defective when delivered); and
		3. Where the goods are returned in exactly the same condition as when they were delivered.
2. Cancellation
	1. If the order is cancelled (for any reason) you are then to pay us immediately for all stock (finished or unfinished) we may then hold (or to which we are committed) for the order, including delivery and/or collection costs, duty and other associated costs plus the cost of work done up until the agreed date of cancellation.
	2. We may suspend or cancel the order, by written notice if:
		1. you fail to pay us monies when due (under the order or otherwise);
		2. you become insolvent;
		3. You fail to honor your obligations under these terms.
	3. You may not cancel the order unless we agree in writing (and clauses 3.2.2 and 11.1 then apply).
3. Waiver and variations
	1. A waiver or variation of these terms will only be binding if:
		1. made (or recorded) in writing;
		2. signed on behalf of each party; and
		3. Expressly stating an intention to vary these terms.
	2. All orders that you place with us will be on these terms (or any that we may issue to replace them) unless these terms are varied in accordance with clause 12.1 above. By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
	3. If we have agreed special terms with you, such terms will prevail over these standard terms to the extent that they are inconsistent. These standard terms will apply in all other respects
4. Force majeure
	1. If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
	2. Examples of those circumstances include (without limitation) act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
5. General
	1. English law is applicable to any contract made under these terms. The English and Welsh courts have exclusive jurisdiction.
	2. If you are more than one person, each of you is liable for all of your obligations under these terms (joint and several liability).
	3. If any of these terms are unenforceable as drafted:
		1. it will not affect the enforceability of any other of these terms; and
		2. if it would be enforceable if amended, it will be treated as so amended.
	4. We may treat you as insolvent if:
		1. you are unable to pay your debts as they fall due; or
		2. you (or any item of your property) becomes the subject of:
			1. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
			2. any application or proposal for any formal insolvency procedure; or
			3. any application, procedure or proposal with similar effect or purpose.
	5. **Business customers:** all brochures, catalogues, samples and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
	6. **Business customers**: any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other’s registered office or principal place of business. All such notices must be signed.
	7. No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
	8. The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative and either:
		1. contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
		2. which expressly state that you may rely on them when entering into the contract.
	9. Nothing in these terms affects or limits our liability for fraudulent misrepresentation.
		1. This contract is personal to you only and cannot be assigned or transferred by you to any other person (unless we have given our express written permission).
		2. We manufacture as a supplier and not as a sub-contractor.

Signed Print Name

Signed on Behalf of Date

Form 109-Issue 3 (Modified 24/10/17)