

# Terms and Conditions – AC GARAGE DOORS

## Application and entire agreement

1. These terms and conditions will apply to the purchase of the goods detailed in our quotation (**Goods**) by the buyer (**you or Customer**) from **AC GARAGE DOORS (we or us or Supplier)**.
2. These Terms and Conditions will be deemed to have been accepted by you when you accept the quotation/Invoice or make an initial payment for the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation/invoice (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or with are implied by trade, custom, practice or course of dealing.

## Interpretation

4. A “business day” means any day either than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

## Goods

7. The description of the Goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Description of the goods set out in our Sales documentations are intended as a guide only.
8. We can make any changes to the specifications of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

## Price

9. the price (Price) of the Goods is set out in our quotation/invoice current at the date of your order or such other price as we may agree in writing.
10. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
11. Any increase in the price under the clause above will only take place after we have told you about it.
12. You may be entitled to discounts. Any and all discounts will be at our discretion.

13. The price is inclusive of fees for packaging and transportation/ delivery.
14. The price is inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

### **Cancellation and alteration**

15. The quotation (including anyone standard price negotiated in accordance with the clause on price (above)) is valid for a period of 30 days only from the date shown in it at less expressly withdrawn by us at an earlier time.
16. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

### **Payment**

17. We will invoice you for 50% of the balance prior to ordering the Goods.
18. You must pay the initial balance before any ordering of goods is undertaken by us.
19. After the delivery of the ordered Goods into our possession, a final 50% payment must be made before the delivery/installation of the goods is undertaken by us to you. This payment must be made within 30 days of the arrival of the Goods.
20. If you do not pay within the period set out above we will suspend any further deliveries to you and you will incur a 15% surcharge for late payment.
21. Time for payment will be of the essence of the contract between us and you.
22. All payments must be made in British pounds unless otherwise agreed in writing between us. Both parties must pay all amounts due under these terms and conditions in full without any deduction or without except as required by law and neither party is entitled to assert any credit or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

### **Inspection and acceptance of goods**

23. You must inspect the goods on delivery from us to you.
24. If you identify any damages or shortages, you must inform us within 2 days of delivery, providing details.
25. Other than by agreement, we will only accept returned goods if we are satisfied those goods are defected and if required, have carried out an inspection.
26. Subject to your compliance with this clause and/ or our agreement, you may return the goods and we will, as appropriate, repair, or replace, or refund the goods or part of them.
27. We will be under no liability or further obligation in relation to the goods if:
  - a. You fail to provide notice as set above; and/or
  - b. you make any further use of such goods after giving notice under the clause above relating to damages and shortages; and/or
  - c. the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the goods; and/or
  - d. the defect arises from normal wear and tear of the goods; and/or

- e. the defect arises from misuse or alteration of the goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.
- 28. You bear the risk and cost of returning the goods.
- 29. Acceptance of the goods will be deemed to be completed upon inspection of them by you and in any event within 2 days after delivery.

### **Risk and Title**

- 30. Risk in the goods will pass to you on completion of delivery.
- 31. Title to the goods will not pass to you until we have received payment in full [in cash or cleared funds] for: (a) the goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
- 32. Until title to the goods has passed to you, you must (a) hold the goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the goods; and/or (c) keep the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 33. as long as the goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the goods and, if you fail to do so promptly, and any of your premises or of any third party where the goods are stored in order to recover them.

### **Rights, Warranties and Liability**

- 34. Subject to these Terms and Conditions and except where the Buyer is purchasing the Goods as a consumer, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 35. The Seller shall not be liable for any loss or damages of any nature, direct or indirect, including any loss of profits or consequential damages suffered or incurred by the Buyer for whatever reason.
- 36. The exclusions of liability contained within this Clause 11 shall not exclude or limit the liability of the Seller: (a) for death or personal injury caused by the Seller's negligence; (b) for any matter for which it would be illegal for the Seller to exclude or limit its liability; and  
(c) for fraud or fraudulent misrepresentation.

### **Communications**

- 37. All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 38. Notices shall be deemed to have been duly given:
  - (a) when delivered, if delivered by courier or other messenger (including registered mail)

during the normal business hours of the recipient; (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;  
(c) on the fifth business day following mailing, if mailed by national ordinary mail; or  
(d) on the tenth business day following mailing, if mailed by airmail.

39. All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

### **Force Majeure**

40. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to; power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

### **No Waiver**

41. No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

### **Severance**

42. In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

### **Law and Jurisdiction**

43. These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
44. Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.