

Terms & conditions

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Universal Window Repairs Ltd. T/A Radley:

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1 Interpretation

1. In these Conditions, BUYER means the company, firm or person whose order is accepted by seller, SELLER means Universal Window Repairs Ltd.; CONDITIONS means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Buyer and Seller, GOODS means the goods (including any instalment of the goods) which Seller is to supply in accordance with these Conditions; CONTRACT means the contract for the sale and purchase of Goods upon and subject to the Conditions between Seller and Buyer.
2. The headings in these conditions are for convenience only and shall not affect their interpretation.

2 Basis of the contract

1. Unless otherwise expressly agreed in writing and signed by a director of seller, these conditions shall govern all contracts between seller and buyer. No condition, warranty or other term which buyer may seek to impose shall apply to seller.
2. These conditions shall have effect in place of any other conditions which may previously have been notified by seller to buyer or referred to in negotiations leading to the contract
3. Seller's price lists, quotations or proposals are subject to written acceptance by seller on receipt of buyer's order and, in the absence of an order, any quotation or proposal shall within 30 days of its date be deemed to have been withdrawn.
4. No contract for the supply of goods shall be binding on seller unless buyer has sent to seller on seller's official order documentation a signed order for the goods and seller has sent its official order acknowledgement of buyer's order. Seller will not accept liability for verbal orders or of amendments to existing orders unless a revised quotation for alterations or amendments is agreed in writing by fax, e-mail or post
5. It is the responsibility of buyer to ensure the accuracy of the terms of any order submitted by buyer and for giving seller any necessary information relating to the goods to enable seller to perform the contract in accordance with its terms
6. It is the responsibility of buyer to check the accuracy of the seller's order acknowledgement to ensure buyer's requirements have been correctly interpreted. Any error, discrepancy, alteration or amendment will not be accepted by the seller. You will receive confirmation of what has been entered into our manufacturing system, together with the confirmed price and delivery date.
7. No order which has been accepted by seller may be varied or cancelled by buyer except as agreed in writing by seller, and then only on the terms that buyer indemnifies seller in full against all loss (including loss of profits), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by seller as a result of such variation or cancellation.

3 Design rights, brochures and price lists

1. All designs, specifications, brochures, catalogues, price lists and all advertising matter are the copyright of and shall remain the property of seller and must not be copied, reproduced or divulged either directly or indirectly

to any other person without seller's prior written permission. Any information disclosed by seller is for buyer's secret and confidential use and buyer undertakes not to disclose it to any third party without seller's consent in writing

2. Buyer undertakes to indemnify seller against all costs should any order or instruction which buyer gives seller involve seller in actual or threatened litigation or arbitration as a result of alleged infringement of any letters patent, registered design, trademarks copyright, design right or invention.

4 Credit

1. Prospective buyers wishing to trade with seller must do so on seller's official status application form. Until the opening of an account has been approved by seller, the initial orders must be cod or payment with order - as agreed by the seller on acceptance of the order.
2. The granting of a credit account by seller is subject to seller being satisfied as to the buyer's credit worthiness and seller reserves the right in its absolute discretion to refuse the opening of a credit account, to refrain from delivery, and to close a credit account should buyer be in default of payment or not have conducted the account in a proper manner. Credit accounts are for a maximum of 30 days from date of Sellers invoice.

5 Delivery

1. Time for delivery is not of the essence & seller shall not be liable for any loss or damage caused by late delivery or by non-delivery.
2. Delivery may at any time be withheld pending payment of any sum due on any account whatsoever from buyer to seller.
3. Unless otherwise agreed, delivery of the goods shall be made by seller delivering goods to buyer's premises
4. Goods for delivery to mainland uk are normally despatched by seller's own transport. In all other respects or where buyer has requested special or express delivery, the cost will be borne by buyer.
5. The unloading of goods at the point of delivery is buyer's responsibility and no charge will be accepted by seller for this. Further it is also the responsibility of buyer to ensure proper and adequate facilities are on hand for the unloading of goods. The seller reserves the right to refuse off-loading of goods should we deem the buyers' storage facilities to be unsatisfactory. In this instance a re-delivery charge will be made
6. Unless otherwise agreed in writing, seller shall be entitled to make deliveries by instalments and to invoice separately for each instalment. Each instalment shall be construed as constituting a separate agreement to which all the provisions of these conditions shall apply. Failure by seller to deliver any one or more instalments in accordance with these conditions, or any claim by buyer in respect of any one or more instalments shall not entitle buyer to reject the balance of the goods agreed to be purchased by buyer.
7. Save for the right to received liquidated damages where such damages have been specified & agreed by seller in writing as part of the contract prior to performance of the contract occurring, buyer shall have no claim against seller for any delay in the performance by seller of any of its obligations under the contract howsoever caused.
8. Where seller has agreed to deferred delivery such delivery shall be accepted by buyer within four weeks from the date of the order. If buyer fails to take delivery within such a period the risk shall pass to buyer and the balance remaining undelivered together with the storage costs shall be invoiced to buyer and payment shall become immediately due.
9. Goods which are manufactured specifically to buyer's order and which buyer agrees to collect ex-works must be collected within seven days of seller notifying buyer that the goods are ready. If the goods are not collected within this period seller shall be entitled to invoice buyer for the goods and to charge for storage of the goods, the goods being held at the buyer's risk.

10. Deviations in quantity of the goods delivered from those stated in the contract shall not give buyer the right to repudiate the contract or to reject the goods (save insofar as they materially exceed the amount ordered) or to claim damages for breach of contract and buyer shall be obliged to accept and pay at the contract rate for the quantity delivered (except insofar as buyer has the right to reject the goods under this condition).
11. Where buyer requires an order to be delivered over a period of time, buyer shall agree a programme of deliveries with seller before the commencement of the order which shall not be varied unless expressly consented to by a director of the seller. In the event of variation buyer will indemnify seller fully against all expenses incurred by seller as a result of such variation.

6 Inspection, acceptance and rejection

1. Buyer shall examine all goods on delivery. No responsibility or liability will be accepted by seller for any shortage or damage to Goods unless (i) where the goods are delivered by seller's own transport details of any shortage or damage are endorsed on the delivery note; (ii) where goods are delivered other than by seller's own transport, buyer notifies seller in writing within three working days of receipt of the goods.
2. In all cases where buyer complains of defects or shortages seller shall without prejudice to the question of liability generally be Under no liability in any event if it has not been given an opportunity to inspect the goods before they had been used by buyer or if the goods have already been used by buyer, if buyer is unable to prove (by whatever method) to the reasonable satisfaction of seller that the defect or shortage has been caused due to buyer's use of the goods in accordance with any specification for the goods as set out in buyer's order. No liability whatsoever will be accepted by the seller for any consequential loss.
3. Goods delivered to buyer are not returnable except under the terms of the guarantee in existence at the time of delivery. No credit will be given by seller to buyer for goods until such time as these have been returned to and inspected by seller and found to be defective.
4. No liability whatsoever will be accepted by seller for damage caused by unsatisfactory further loading or storage by the buyer's customer. It will be the responsibility of the buyer's customer to ensure that products are complete and handled/transported carefully. We would respectfully suggest that the buyer's customer signs for the product before re-loading and further transportation.

7 Price

1. The price for the goods shall be the quoted price or, where no price has been quoted, the price listed in seller's Published price list current at the date of acceptance of buyer's order.
2. Seller reserves the right, by giving notice to buyer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to seller which is due (i) if any fact beyond the control of seller (ii) change in delivery date, quantity or specification of the goods requested by buyer, (iii) any delay caused by any instructions of buyer or failure of buyer to give seller adequate information or instructions.
3. The price is exclusive of value added tax, which will be charged at the rate prevailing at the appropriate tax point, and which buyer will be additionally liable to pay to seller.
4. Should any additional tax, duty, levy or other payment whatsoever be imposed by the government relating to the goods prior to delivery, buyer shall bear the burden of such charges.

8 Payment

1. Unless otherwise agreed in writing by seller, the price of the goods shall be due and payable without deduction on the terms previously agreed by the seller at the point of sale. Time for payment shall be of the essence and seller shall be entitled to charge interest (both before and after judgement) on a day to day basis

at a rate of 4% above the Barclays bank base rate paid by seller per month from the due date until the date of actual payment.

2. If buyer defaults in payment of the goods by the due date on this or on any other contract, seller shall at its discretion (without prejudice to any other right or remedy) be entitled to withhold despatch of goods until such time as all monies owed to seller by buyer have been paid in full.
3. If buyer defaults in payment of the goods by the due date on this or on any other contract, seller shall be entitled to regard all monies owed as immediately due and payable notwithstanding any previous agreement.
4. Buyer shall not in any circumstances or for any reason whatsoever be entitled to make any deduction or withhold any sum from the price of the goods by way of set-off or contra charging.
5. Seller reserves the right at any time to demand security for payment before continuing with, or delivering any order.

9 Risk and property

1. Risk in the goods shall pass to buyer when the goods are delivered to or collected by buyer or its agents.
2. Notwithstanding that risk in the goods shall have passed to buyer legal title in the goods shall not pass to buyer until payment in cleared funds is received by seller for the goods and no other amounts are then outstanding from buyer to seller in respect of other goods supplied by seller.
3. Until legal title in the goods passed to the buyer, buyer shall not do anything with the goods which would cause the goods to become unidentifiable as belonging to seller and shall keep the goods properly stored, protected and insured and the goods shall be stored in such a way as to be clearly identifiable as belonging to seller.
4. Buyer shall be entitled to use or re-sell the goods in the ordinary course of its business before property passes. If it does use or re-sell the goods buyer shall do so as licensee for the benefit of seller and the following provisions shall apply:
 - o a) In re-selling the goods buyer shall act as agent of seller but shall not have authority to create privity of contract between seller and any person to whom the goods are sold.
 - o b) Buyer shall hold any proceeds from the sale of the goods as trustee on behalf of seller and shall pay any such proceeds into a bank account opened for that purpose, so that they may be identified as the property of the seller.
 - o c) Buyer will on request provide seller with full details of the bank account opened in accordance with sub-clause 9.4(b) including the name of the bank holding the account number and the balance on the account from time to time.
 - o d) If buyer re-sells any goods on credit terms, it shall on request assign to seller any rights it may have against its customer under the re-sale contract.
 - o e) Buyer shall be entitled to receive, by way of commission, any amount by which the proceeds of any re-sale under this clause exceeds the total amount due to seller on all accounts between seller and buyer, and
 - o f) Seller's interest in the moneys held for its benefit under this clause shall determine automatically when buyer has paid all sums automatically from it to seller.
5. Buyer may use any goods supplied under this contract in the manufacture of any new product in the course of its Business, even though the goods may be the property of seller in accordance with clause 9. However, if buyer does use any such goods, the following provisions shall apply:-
 - o a) Any new products manufactured using seller's goods shall be the property of seller and the rights and duties of seller and buyer in respect of any such new product shall be the same as their rights and duties in respect of the goods supplied under this contract in accordance with these conditions, and

- b) Buyer may re-sell in the ordinary course of its business any product manufactured using seller's goods and the rights and duties of buyer and seller in respect of such re-sale and any proceeds of the re-sale shall be the same as their rights and duties in respect of sales of the goods supplied under this contract, and their proceeds, in accordance with clause 9
6. Until such time as the property in the goods passes to buyer, seller shall be entitled at any time to require buyer to deliver up the goods to seller and if buyer fails to do so forthwith to enter upon any premises of buyer or any third party where the goods are stored and repossess the goods.
 7. Seller shall at any time be entitled to appropriate any payment made by buyer in respect of any goods in Settlement of such invoices as seller may in its absolute discretion think fit notwithstanding any purported appropriation by buyer.
 8. If buyer fails to pay for the goods in accordance with the terms relating to payment in these conditions seller shall be entitled, as an alternative to repossessing the goods in accordance with clause 9.6 above, to bring an action against buyer for the price of the goods regardless of the fact that property may not have passed to buyer.

10 Insolvency of buyer

1. If buyer makes a voluntary arrangement with creditors; or becomes subject to an administration order, or being. An individual of a firm becomes bankrupt; or being a company goes into liquidation (otherwise than for purposes of amalgamation or reconstruction); or a receiver is appointed of any of the property or assets of buyer; or seller apprehends that any of the events mentioned above is about to occur in relation to buyer and notifies buyer accordingly; then without prejudice to any other right or remedy available to seller, seller shall be entitled to cancel the contract or suspend any further deliveries without liability to buyer, and if the goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11 Warranties and limitations on liability

1. Seller will as far as it can reasonably transfer or make over to buyer the benefit of any guarantee or warranty which may have been given by the seller in respect of any goods which are not made by seller. Subject to the provisions of this clause and the conditions, seller will:
 - i) On white PVCu profile give a ten year guarantee from date of delivery as to shape, dimension and colour fastness:
 - ii) On woodgrain PVCu profile give a ten year guarantee from date of delivery as to shape, dimension and colour fastness;
 - iii) On insulating glass units give a five year guarantee from date of delivery against failure or material breakdown arising from faulty workmanship, but excluding liability for any glass imperfections or variation inherent in the glass-making process and of any coloured interference bands (sometimes known as "Brewster's fringes") occasionally seen in glass. With the option of ten year warranty.
 - iv) Hardware on all PVCu and Aluminium windows and doors a one year guarantee from date of delivery; with the option of a ten year warranty.
 - v) On Aluminium profile give a five year guarantee from date of delivery as to shape, dimension and colour fastness.
 - vi) On colour coating on PVCu profile a five year guarantee from date of delivery against colour fastness; with the option of ten year warranty.
 - Always providing that these are notified to seller in writing immediately it is known to buyer and within the respective guarantee period.

2. All other goods will benefit from the terms of the guarantee issued by seller and prevailing at the date the goods are delivered, and upon the terms and conditions more particularly contained in such guarantee. Where no such guarantee has been specified in writing, the basic guarantee and warranty given by seller shall be for a period of 12 months from the date of delivery of the goods manufactured by seller and which are found on inspection by seller to prove defective in material or workmanship, provided these are notified to seller in writing within the aforesaid 12 month period.
3. The above warranties are given by seller subject to the following conditions (i) that seller shall be under no Liability in respect of any defect in the goods arising from any drawings, designs or specification supplied by buyer, (ii) that seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, unsuitable storage or handling or treatment prior to use, misuse, or alteration or repair of the goods in any way after delivery, (iii) that the seller shall be under no liability in respect of any defect in the goods arising from poor installation in the first instance or lack of regular maintenance ensuring that all moving parts are kept in good repair.
4. Seller shall be under no liability under the above warranties, or any other warranty or guarantee, if the total price of the goods has not been paid by the due payment date.
5. Buyer shall not be entitled to reject any material on account of imperfections or variations inherent in the glass making process. Unless otherwise agreed in writing, the acceptability of glass quality shall be judged by reference to visual quality standards produced by the glass and glazing federation.
6. Subject as expressly provided in these conditions all warranties, conditions or other terms implied by statute or Common law are excluded to the fullest extent permitted by law.
7. Liability under any warranty given by seller shall not extend to include the cost of provision of specialised Equipment, to any construction work including the removal or replacement of frames, nor to any repair work or damage consequential to re-glazing.
8. Except in respect of death or personal injury caused by seller's negligence, seller shall not be liable to buyer by Reason of any representation, implied warranty, condition or other term, or any duty at common law or under the Express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of seller, its employees or otherwise) which arise out of or in connection with the supply of the goods, their installation or their use.
9. Without prejudice to clause 11 of these conditions or to seller's other rights hereunder seller's total liability for Any one claim or for the total of all claims arising from any one act or default of seller (whether arising from seller's negligence or otherwise) shall not in any event exceed the contract price for the goods.

12 Sample goods

1. In these circumstances where seller supplies a sample to buyer or prospective buyer it is not intended to provide them with a contractual specification of the goods or to constitute a sales or offer of sale by sample and buyers shall be responsible to seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by buyer in accordance with clause 2.

13 Force majeure

1. Seller shall not be liable for any failure or delay in delivering the goods to the extent that delivery is prevented, frustrated, impeded and / or delayed or rendered uneconomical arising from circumstances outside seller's control including for example acts of god, war, riot, explosion, abnormal weather, fire, flood, strikes, lock outs, government action or regulations (uk or otherwise), delays by suppliers, accidents, shortage of materials or manufacturing difficulties.

14 General

1. Any notice to be given hereunder by either party to the other shall be in writing and shall be deemed to have been duly given if sent to the registered office or principal place of business of the other or such other address as that party may from time to time notify in writing by first class post. Any notice sent by post shall be deemed to be properly served three days after posting.
2. No waiver by seller of any breach of contract by buyer shall operate as a waiver in respect of any subsequent Breach of the same or any other provision.
3. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
4. Buyer shall not assign or transfer or purport to assign and transfer the contract nor any of its rights or obligations thereunder without the prior written consent of seller, such consent being not unreasonably withheld.
5. These conditions and the contract based thereon shall be governed by the laws of England, and the parties submit to the non-exclusive jurisdiction of the English courts.

**For further information on Universal Window Repairs Ltd. T/A Radley
call (01235) 516700 or Fax (01235) 516701**