

Standard Terms & Conditions of Sale

These Conditions govern the relationship between the Central Window Systems Ltd Company Registration number 01639887 (referred to as "**the Company**", "**we**" or "**us**") and any entity that purchases goods from us (the "Customer" or "you"). Please ensure that you read these Conditions prior to placing an order with us as they contain important information and are legally binding on both parties.

Scope

1. These Conditions shall apply to all commercial dealings between the Company and the Customer, and all quotations given, orders accepted, and contracts shall be subject to them. No other terms, conditions or warranties whatsoever shall form part of the contract and you accept that this document constitutes the entire agreement between you and us. Any variation to these Conditions shall be valid only if expressly agreed in writing by a Director of the Company.

Orders

2. Orders shall be submitted to us by electronic upload where possible, unless agreed otherwise by us. Once we have received your order, we will contact you and confirm your key requirements with you, following which we will prepare and submit to you an order acknowledgment, setting out the key requirements of your order including the price ("**Order Acknowledgment**").
3. Where it is possible to submit an order to us by electronic upload, but you decide to submit your order to us by other means (i.e., not by electronic upload), unless agreed otherwise with us in writing, we reserve the right to charge an additional £20 (excluding VAT) administration charge for processing any such orders. We will include details of any additional charges in the Order Acknowledgment. For the avoidance of doubt, where it is not possible for us to accept your order by electronic upload due to a specialised product configuration, we will not charge you for processing orders submitted by other means.
4. The Order Acknowledgment shall constitute an offer to purchase goods from us which is open for acceptance by you and which may be accepted verbally, electronically or in writing. The offer set out in the Order Acknowledgment shall be open for you to accept for a period of 30 days from the date on which the Order Acknowledgment is issued to you, after which time all unaccepted quotations shall expire (unless we have agreed an alternative process with you in writing).
5. It is your responsibility to ensure that the details in the Order Acknowledgment are correct before accepting. Once you have accepted an Order Acknowledgment you will have entered into a legally binding contract with us based on these Conditions.
6. We reserve the right to withdraw an offer at any time prior to receiving acceptance from you by giving you written or verbal notice.

Price and Payment

7. The price for goods shall be set out in the Order Acknowledgement.
8. All prices quoted are exclusive of VAT and any other statutory taxes which may apply. These will be added to your invoice at the rate applicable at the time of the invoice.
9. We reserve the right to amend the price of goods provided on any accepted Order Acknowledgement to reflect any actual increases in our direct costs arising as a result of any factors outside our control (including, but not limited to, increases in the cost of raw materials, manufacture, packaging, transport or any other direct or indirect costs). Any such increase will be added to the price quoted and the adjusted amount will be included on your invoice.
10. We shall invoice you for the goods at any time following acceptance of the Order Acknowledgement.
11. Unless clause 12, applies, you must pay all invoices in full in cleared funds before order is released into production.
12. In certain cases, we may (at our sole discretion) allow for you to pay for goods after delivery. Where this is the case, we will agree a payment due date in writing. The period of time between delivery of the goods and the payment due date is the "**Credit Period**". The Credit Period shall immediately cease to apply and all sums payable shall immediately become due if you either (i) fail to pay any amount due by the payment date (including in relation to other contracts between you and us) or (ii) become insolvent.
13. You must pay all sums owed to us in full and without any set-off, counterclaim, deduction or withholding of any kind.
14. If you fail to make payment to us at the time when such payment is due and payable in accordance with these Conditions, we shall have the right to terminate the contract in accordance with clause 55 and to suspend all further deliveries of goods to you until all payments have been made in full.
15. Time of payment is of the essence and where sums are not paid in full by the date on which they are due, without prejudice to any other right or remedy available to us, we shall have the right to charge you interest on a daily basis on any amount outstanding at the rate of 8% above the Bank of England base rate from the payment due date until the account is settled in full, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Risk and Title

16. Except as otherwise set out in these Conditions, risk in the goods shall pass to you on receipt delivery.
17. If the goods are delivered to you in a manner other than by our own transport, the risk shall pass to you at the time the goods are dispatched from our premises, regardless of whether the alternative transport was arranged by you or us.
18. Until you pay all debts that you owe to us, all title to the goods which we have supplied to you shall remain our property. Until you take ownership of the goods, you must (i) store them so that they are clearly identifiable as our property, and (ii) insure the goods against the risks for which a prudent owner would insure such goods against (holding the policy on trust for us).
19. Notwithstanding clause 18 above, you shall have the right to use our goods and sell them in the ordinary course of your business where we have agreed a Credit Period with you in writing in accordance with clause 12. This right shall end immediately if you fail to make

- payment to us by the due date or if you become insolvent, and you must inform us immediately in writing if you become insolvent or otherwise suffer any insolvency event.
20. Where your right to use the goods ends in accordance with clause 19, we shall be entitled to remove the goods from your premises, and you grant us (including any agent that we appoint to act on our behalf) permission to enter any premises where goods may be stored:
- at any time, to inspect the goods; and
 - after your right to use the goods has ended, to remove the goods from your premises.
21. In addition to our rights to remove the goods set out above, we reserve the right to take legal action against you to recover the price of the goods supplied where you fail to make payment to us by the due date.

Cancellation

22. You may not cancel any order unless we agree in writing.
23. In the event that an order is cancelled in accordance with clause 22 above, you agree to make payment to us for all costs and expenses incurred by us at the time of cancellation in connection with fulfilling your order.

Delivery

24. Delivery charges will be agreed prior to acceptance of order.
25. We may invoice you for delivery charges separately from our invoice for the goods ordered. Certain products may qualify for a lower delivery charge. We will inform you of any delivery charges when you place your order or once we have calculated that your combined orders do not meet the free delivery threshold.
26. We reserve the right to impose reasonable additional charges where special arrangements or non-standard requirements are necessary to deliver the goods to you. These requirements may include (but are not limited to) flat packing of any product which is longer than 4 metres in one or more dimensions, special vehicles for site access, specified time deliveries, and providing additional offloading services such as an additional person with the vehicle. Our Non-Standard Delivery Charge Policy Document, detailing what will be classed as special arrangements or non-standard requirements, is available on request from the company. Any such charges shall be confirmed in your Order Acknowledgement. In the event of a failed delivery or deliveries to a location requiring special arrangements, we reserve the right to charge for the special arrangements made for each attempted delivery, in addition to any failed delivery charges that may be payable under clause 31 below. We may invoice you for such charges separately.
27. Unless otherwise agreed in writing, any goods ordered for delivery to any location outside of mainland UK shall be supplied on an Ex-Works basis for collection by your nominated Freight Forwarder from a site or sites to be specified by us at time of Order Confirmation.
28. We reserve the right to charge for inland transport where you request that the goods are delivered to a port.
29. If for any reason the delivery address is inaccessible for our vehicle, you must make this known to us at the time of placing the order. Failure to do so may result in a failed delivery where you are unable to accept the goods from us, which may incur additional charges.
30. If for any reason you (or one of your agents) are not available to accept the goods at the delivery address, you must make this known to our Customer Service Team at the earliest opportunity, and at least two full working days before the estimated delivery date.

31. We reserve the right to apply a failed delivery charge of £50 (plus VAT) in the event that goods cannot be accepted when attempting delivery in accordance with these Conditions.
32. It is our policy that drivers will provide reasonable assistance during unloading.
33. All deliveries will be made kerbside to the delivery address. Kerbside means that the delivery vehicle will park in front of or as close as possible to the delivery address and you will receive the goods at that location. Our driver, providing it is safe to do so, will provide additional assistance.
34. Any time given for delivery shall be an estimate only and although we shall endeavour to deliver the goods within the period of the time stated, time for delivery is not of the essence of the contract and we shall not be liable for any loss, costs, damage or expense caused to you, whether directly or indirectly, by reason of our failure to comply with any estimated delivery time stated. You shall have no right to cancel any order or refuse to accept delivery of the goods where delivery is not made within the estimated delivery time.
35. You are required to take delivery of the goods at the time they are due and ready for delivery, however we may, at our sole discretion, postpone delivery at your request, provided always that you agree to pay all of our reasonable costs, including but not restricted to the cost of storage and insurance arising from the postponement of delivery.

Force Majeure

36. The Company shall not be responsible for any loss, damage, cost, detriment or expense whatsoever, however arising if manufacture or delivery of the goods is delayed or hindered by act of God, governmental intervention or restriction, hostilities, civil commotion, fire, flood, accident, machinery breakdown, strike, lockout, non-delivery of goods by the Company's suppliers, or any other cause or circumstance whatsoever beyond the reasonable control of the Company. On the occurrence of any of these events, we reserve the right to cancel the contract or suspend delivery of the goods to you.

Warranty & Claims

37. We warrant that the goods shall be free from material defects at the time of delivery. Warranty Terms and Conditions are available on request.
38. We have the right to negate any shortages or defects unless you notify us within 72 hours of delivery of the goods and send a written complaint to the Company's registered office within 5 days thereafter if the goods were transported to the Customer by the Company's transport or within such a period as may be specified in the conditions of carriage if the goods were transported by a third-party carrier.
39. If you believe that the goods are defective, you must allow us an opportunity to examine the goods and to investigate your complaint. If upon inspection the goods are found to be defective, we shall (at our sole discretion) either: (i) repair or replace the goods with a satisfactory alternative; or (ii) refund to you the cost of the defective goods.
40. You shall have no claim in respect of defects which are not apparent upon inspection following delivery of the goods, unless you inform us in writing of such defects within 72 hours of such defect becoming apparent and the provisions of clause 39 shall apply in such circumstances.
41. Our products are supplied with an extended warranty, subject to the products being:
 - installed in accordance with British Standard BS 8213-4:2016 and our recommendations, and
 - maintained to the material manufacturers' recommendations,
 - and used for their normal intended Purpose.

Full details are available from the company on request.

42. We do not accept liability for any defect arising from fair wear and tear; wilful damage; improper storage, handling, or installation; or for your failure to follow our instructions.
43. Our products are intended for use in temperate geographic regions, and we therefore accept no liability for any defect arising from their use in any other climatic region.
44. Where you are ordering bespoke goods, we are reliant on the information that you provide to us as part of your order specification to manufacture the goods to your specification. We therefore do not accept any liability in the event that the goods do not meet your requirements because you gave us incorrect information in your specification or because you accepted an Order Confirmation containing incorrect details.
45. Any drawing, illustration or information contained in our advertising, sales, or technical literature is for guidance only and shall form no part of this contract unless otherwise specifically agreed in writing.

Limitation of Liability

46. We shall not be liable to you for any indirect or consequential loss or damage or howsoever arising or for any other loss of profits or damage to property.
47. Our total liability to you shall not exceed the price which you have paid for any defective goods purchased from us.
48. Nothing in these Conditions restrict or limits our liability for: (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other losses which cannot be excluded or limited by law.

Indemnity and insurance

49. You shall indemnify us from and against any losses, damages, liability, costs (including legal fees) and expenses which we may suffer or incur directly or indirectly from your breach of any of your obligations set out in these Conditions.
50. You shall have in place contracts of insurance with reputable insurers to cover your obligations under these Conditions. On request, you shall supply (so far as is reasonable) evidence of the maintenance of the insurance and all of its terms from time to time applicable.

Anti-bribery and anti-slavery

51. Both the Company and the Customer shall at all times comply with the Bribery Act 2010 and shall not make or receive any bribe or other improper payment or advantage or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or anywhere else. Both parties will have in place adequate procedures to prevent bribery and shall ensure that such procedures are complied with by all employees, workers, agents and/or sub-contractors.
52. Both parties warrant and represent to the other that (i) they shall at all times comply with the Modern Slavery Act 2015, and (ii) neither they, nor any of their employees, workers, agents or sub-contractors, have committed an offence or are subject to an investigation relating to an alleged offence under the Modern Slavery Act 2015.
53. If either party becomes aware of any breach (including a potential breach) of clauses 51 or 52, then the party in breach must immediately notify the other party.

54. Any breach of clauses 51 or 52 shall be a material breach of these Conditions that is not remediable and the party not in breach shall be entitled to immediately terminate the contract by giving written notice to the other.

Termination

55. We may terminate the contract (and any other contract between you and us), in whole or in part and with immediate effect, by giving you written notice where you:
- have committed a material breach of these Conditions and such breach is not able to be remedied, or such breach is not remedied within 14 days from receiving written notice of such breach;
 - have failed to pay any amount due to the company by the due date; or
 - have suffered from any form of insolvency event (including but not limited to: having an administrator appointed over all or any of your undertaking, assets or income; a resolution passed for your winding up; or being unable to pay your debts as they become due).

General

56. All drawings, documents and information supplied by us to you are supplied on the strict understanding that copyright shall remain vested in the Company and that the contents are confidential and shall not be replicated or disclosed to any third party other than with our written consent.
57. Any decision by us not to enforce any of our rights under these Conditions against you shall not be deemed to be a waiver of that right or prevent any future exercise of that right by us.
58. If any term or provision of these Conditions is found to be unenforceable for any reason whatsoever then our contract with you shall be construed as if such term or provision was specifically excluded from it.
59. Our contract with you shall be governed by and construed in accordance with English Law and all disputes arising out of our contract with you shall be subject to the exclusive jurisdiction of the courts of England and Wales.