



sales@afs-facades.co.uk



ALUMINIUM FAÇADE
SYSTEMS LTD

TERMS OF TRADING

Terms of Payment: Strictly 30 days net

The Company shall have the right by notice in writing to the Customer to demand immediate payment of all monies due from the Customer to the Company for any goods delivered at any time.

Packaging: Where charged, pallets will be credited in full when returned in good condition.

Delivery: Delivery dates and lead times are quoted in good faith based on current information offered by our resale material suppliers, toolmakers, transport availability / road conditions, machinery reliability etc..

Aluminium Façade Systems Ltd takes every care to make realistic promises and comply to the letter but cannot accept responsibility for cost, damages or other liabilities where failure to meet delivery times or dates is caused by the late supply of goods for resale, transport or machine breakdowns or other factors outside Aluminium Façade Systems Ltd.'s control.

Storage: Where goods are ready for delivery the Company may in their discretion postpone delivery at the request of the Customer provided that the Customer pays the full price of the goods to the Company forthwith. If delivery is postponed as aforesaid the Company may store the goods at their own premises or elsewhere at the sole risk of the Customer and all storage insurance and transport charges in respect thereof shall be paid by the Customer.

Shortages, Breakages and Loss: Any claim for damage, shortage, or loss against delivery of goods must be marked on the delivery note, notified verbally to Aluminium Façade Systems Ltd within 48 hours and confirmed in writing within 5 working days. Claims will not be entertained where this procedure has not been followed. You may not cancel your delivery if we receive your notice after the goods have been dispatched; and if you cancel the contract, you can have no further claim against us under that contract.

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 the delay (including indirect or consequential loss, or increase in the price of the goods).

We may deliver the goods in instalments.

Each instalment is treated as a separate contract.

Liability: Every endeavor is made to supply goods of sound workmanship and materials but no guarantee, warranty or condition, statutory or otherwise, is given or implied as to the soundness, workmanship, efficiency, merchantable quality fitness of any goods, supplied for any particular purpose. Complaints of faulty materials will be investigated with the manufacturer concerned, which will apply whether or not the materials have been fixed.

Aluminium Façade Systems Ltd cannot accept any claims in respect of problems arising from manufacturing defects.

Aluminium Façade Systems Ltd shall be under no liability whatsoever for the cost of removing, refixing or any other consequential loss or damage, direct or indirect, of whatever nature.

Prices and Quotations: All prices are quoted without the creation of a contract, and are without reference to any previously issued tender, quotation, or price list.

Orders are only accepted subject to the condition that goods will be invoiced at the prices ruling on the day of dispatch. If the whole order as quoted is not placed with Aluminium Façade Systems Ltd, we reserve the right to revise our prices. Typing and clerical errors are subject to correction.

The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.

Our quotations lapse after 30 days (unless otherwise stated).

You will be charged for pallets and returnable containers at the price current at the time of delivery, unless they are returned by you in good condition and within 30 days of delivery. Should you need the dimensions altered after we have commenced manufacture on the goods there will be a charge in respect of material, labor and administration.

Cancellation/Return of Materials: Once ordered, Aluminium Façade Systems Ltd cannot accept the cancellation or return of specially ordered goods. Stock items may be cancelled or accepted for return with prior arrangement and Aluminium Façade Systems Ltd reserves the right to levy an appropriate restocking charge.

Carriage: Is quoted and charged separately.

Retention of Title Clause: Risk shall pass to the buyer so that the buyer is responsible for all loss, damage or deterioration to the goods at the time of delivery.

The reservation of title contained in the following sub paragraph of this paragraph shall not affect the buyer's responsibility to affect such insurance cover as it may consider to be appropriate.

Title to the goods or any relevant part thereof shall only pass to the buyer upon the happening of any one of the following events:

The buyer has paid to the seller all sums due and payable by it to the seller under this contract. When the seller serves on the buyer notice in writing specifying that title in the goods or such thereof has passed.



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The seller may recover goods in respect of which title has not passed to the buyer at any time and the buyer hereby licenses the seller, its officers, employees and agents to enter upon any premises of the buyer and / or other premises where any of the goods are situated for the purpose of recovering any goods in respect of which title has not passed to the buyer or satisfying itself that the goods are still in the buyer's possession.

General: English Law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

If you are more than one person, each of you is liable for all your obligations under these terms (joint or several liability.)

If any of these terms are unenforceable as drafted:

It will not affect the enforceability of any of the other terms; and

If it would be enforceable if amended, it will be treated as so amended.

We may treat you as insolvent if:

You are unable to pay your debts as they fall due; or

You (or any item of your property) become the subject of:

Any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);

Any application or proposal of for any formal insolvency procedure;

Any application, procedure or proposal overseas with similar effect or purpose.

All brochures, catalogues and any 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 contract with us.

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.

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.

The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or who you reasonably believe to be) our authorized representative and either:

Contained in our estimate (or covering letter) and not withdrawn before the contract is made or Which expressly state that you may rely on them when entering the contract. Nothing in these terms affects or limits our liability for fraudulent misrepresentation.