

CONDITIONS OF SALE

In these Terms and Conditions of Sale, 'Cash' includes cash, cheques, credit or debit cards and any other form of payment approved by the Company; 'The Company' means Aluhome Ltd; 'The Customer' means the person, firm or company who enters into the contract to purchase Goods;

'The Goods' means the goods and services which the Company is to supply to the Customer.

'The Bespoke Products' means Aluminium Bifolding Doors, Aluminium Windows, Aluminium Residential Door products, Aluminium Entrance Doors, PVCu Vertical Sliding Windows, PVCu Residence Windows (R9), Skylights/Lantern Roofs, Hardwood Design Products, Glass Balustrades.

The Company's products and the Goods are only suitable and intended for use in the "Serviced Regions". UK & Ireland. Please discuss your requirements with us before ordering Goods. The profile products and Goods should not be used or resold for use outside the Serviced Regions. See Warranties and excluded warranties in clause 13.

1. RULING CONDITIONS

Any contract made with the Company is subject to these terms unless these terms are excluded or varied by express written agreement made by the Company & Customer. In particular, the Customer shall offer to order the goods from the Company upon these terms and any conflicting terms of business of the Customer shall have no effect.

By placing an order, the Customer warrants that the Customer is legally capable of entering into a binding contract.

All products Quoted/Orders Purchased from the company are viewed for design purposes STRICTLY from an OUTSIDE perspective. Meaning the EXTERNAL view is the only design referencing point if there is ever a design question arising from an incorrectly item being Quoted/Ordered Purchased.

It is solely the customers principal responsibility to check that the Quotation/Orders Purchased is correct as required. Specifically, making sure that the orientation or direction of travel required meets their expectations as designed. All incorrectly Quoted/Orders Purchased can be changed (subject to the relevant lead time restraints and replacement costs being applied) at the customers exclusive costs. The only exception to this condition is if the company agrees to make any contribution towards cost of change, exclusively at their discretion and absolute rite.

2. PRICE

2.1 The Company reserves the right by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Company which is due to any factor beyond the control of the Company including but not limited to increases in the cost of raw materials.

2.2 All prices are unless otherwise stated net of VAT, ex works.

3. TERMS OF PAYMENT

3.1 Subject to the prior written agreement of the Company in writing, orders for United Kingdom Customers without an account are accepted if:

(a) 50% of any order value to be paid on placing and signing of an order; then

(b) Full remaining balance to be paid strictly 3 working days before delivery and this must be cleared effects before any goods are released for delivery.

(c) The only exception to the full balance being paid 3 days before delivery, is in instances where the installation is to be phased with multiple dates tbc by alühome when completing its work. In these instances, it is solely alühome distraction.

(d) It should be noted that any balances left outstanding for more than 7 working days, will be subject to a compounding interest charge of **2.5%** over base rate being applied to the principal balance left to pay. Said charge will be applied on a daily basis to the outstanding balance and this will have a compounding effect increasing on a daily basis until, the final payment to clear the balance has been made. There is no exception to the condition.

3.2 Ledger accounts (where applicable) are opened subject to approval of references and at the sole discretion of the Company. We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the directors and or owners of the business with a credit reference agency. We will monitor and record information relating to your trade credit performance and such records will be made available to other organisations to assess applications for credit.

3.3 In the case of ledger accounts (where applicable) unless otherwise agreed by the Company in writing, the terms of payment shall be made (without deduction or set-off) within 28 days from initial invoice being raised in which the Goods were dispatched or would have been dispatched save for postponement otherwise than due to default on the part of the Company, but if default is made in the payment of any one invoice these credit terms shall cease to apply and the Customer will become immediately liable for all sums outstanding.

3.4 The Company shall be entitled to submit its invoice to ledger account customers with its delivery advice note or at any time thereafter save that where delivery has been postponed at the request of or by the default of the Customer then the Company may submit its invoice at any time after the Goods are ready for delivery or would have been ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid. These credit terms may be withdrawn or amended at the discretion of the Company at any time and without notice to the Customer.

3.5 No disputes arising under the contract, nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.

3.6 The time for payment for the Goods or any instalment shall be of the essence. In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract or contracts between the Company and the Customer without notice and the Company reserves the right to claim interest pursuant to the Late Payment of Commercial Debts Regulations 2013 after as well as before judgement until payment in full is made.

4. QUOTATIONS AND ORDERS

All quotations are made, and all orders are accepted subject to the following conditions;

4.1 All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.

4.2 Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or verbal notice

4.3 If any statement or representation upon which the Customer relies has been made to the Customer other than in the documents enclosed with the Company's Order confirmation quotation or acknowledgement of order the Customer must set out that statement or representation in a document to be attached to or endorsed on the order in which case the Company may clarify the point and submit a new quotation.

4.4 Processing, construction and delivery times for Bespoke Products will vary according to the nature of the item/structure and a provisional time estimate will where possible be specified in the relevant order confirmation.

Delivery times will be extended in the case of UK bank holidays or statutory holidays and during the Christmas period.

5. CHANGES

5.1 If after the date of contract and before the date of delivery of the Goods, improvements are made in the design or specification of the Goods the Company may, on giving notice to the Customer, incorporate such improvements in the Goods sold to the Customer provided that:

(a) the performance and quality of the altered Goods are at least equal to those of the Goods ordered and

(b) no price variation is made except with your consent and

(c) delivery is not unreasonably delayed.

5.2 We shall not be obliged to make any alteration to the Goods ordered whether arising by reason of the amendment of the regulations of a competent authority made subsequent to the date of contract or otherwise.

6. DELIVERY

6.1 Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated. The Company allows a strict maximum of 30 minutes for each UK delivery, failing which you will not receive your order.

6.2 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information final instructions or approvals from the Customer, changes in design specifications or quantities required may result in delay in delivery.

6.3 The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. When delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a charge of 15% of the total value of the order for transportation and/or storage or restocking occasioned thereby, and the Company shall be entitled to invoice the Goods in accordance with these conditions.

The Company also reserves the right to levy a charge for labour costs incurred in cleaning and or repackaging returned Goods.

6.4 Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

6.5 It is Company Policy that its driver does not leave the rear of his vehicle during unloading. Therefore, the Customer should provide assistance for off-loading, i.e., forklift or two able bodied persons.

7. RISK AND TITLE

7.1 Risk shall pass to the Customer so that the Customer is responsible for all loss and damage or deterioration to the Goods:

(a) if the Company delivers the Goods by its own transport at the time when the Goods or a relevant part thereof are unloaded at the place of delivery or if the Customer wrongfully fails to take delivery at the time the Company tendered delivery of the Goods;

Or

(b) in all other circumstances at the time when the Goods or other part thereof leaves the premises of the Company whether or not the Company arranges transport.

7.2 Title in the Goods or any part thereof supplied hereunder shall not pass to the Customer until payment has been made in full and cleared funds received for:

(a) the Goods including any interest payable, and

(b) all other goods the subject of any other contract between the Company and the Customer which at the time of payment of the price of the Goods have been delivered to the Customer.

7.3 Before title has passed to the Customer under the terms of this clause and without prejudice to any of its other rights, the Company shall have the right to recover or resell the Goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose and in respect thereof the Customer shall take all reasonable precautions to protect the Goods from damage or loss arising from any cause and shall indicate that the Goods are the property of the Company.

7.4 In the event of a sale of the Goods by the Customer in the ordinary course of its business to a third party the Customer shall assign to the Company in writing its rights to recover the selling price from the third party concerned if so, required by the Company.

7.5 As the insurable risk in the Goods shall pass to the Customer as soon as the materials are delivered to him or to his order and pending disposal the Customer shall keep the Goods insured in the amount of the price at which the Goods are sold to the Customer against all insurable risks.

7.6 If the Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.

7.7 In the event of the appointment of an administrator over the Customer or a receiver over any of the Customer's assets then it is acknowledged that none of the Goods shall be sold or agreed to be sold by the administrator/receiver, without the Company's prior written consent or (where relevant) a prior court order having been obtained.

8. CARRIAGE

8.1 Deliveries shall be subject to a delivery charge if out of the companies 30-mile free delivery radios of its functioning head office. In such cases a delivery cost will be set and agreed at point of order being placed. Said delivery charge will be paid as per of Terms of Payment conditions as already set out in these Conditions of Sale.

8.2 In cases where special handling equipment is required to carry out the delivery / installation, an agreed price will be set out at point of order / post survey to ascertain access and said cost shall be agreed between parties and paid as per our Terms of Payment already set out in these Conditions of Sale - even if said delivery is within the 30 mile free delivery radios.

8.3 Unless otherwise specified prices quoted include delivery to destinations in the United Kingdom in which case the Company will select the mode of transport with due regard to urgency and cost. The entire cost of any other mode of transport to destinations in the United Kingdom which the Customer may specify e.g. passenger train, parcel post etc. shall be borne by the Customer. No allowance will be credited for Goods collected from the Company's premises by the Customer.

9. SHORTAGES AND DEFECTS APPARENT ON INSPECTION

No liability will be accepted regarding claims or complaints as to shortages or transport damage unless notified to the Company by telephone within 72 hours and confirmed in writing within 7 days. For the avoidance of doubt the Company has no liability for transport damage in relation to non-UK, ex works orders. Goods claimed to be defective must be returned immediately, and if it is agreed by the Company that the Goods are defective, the Goods will be replaced or repaired free of charge or at the option of the Company, allowed for credit, provided that such credit shall not exceed the value of our Goods as invoiced and provided that the Customer shall return the Goods in the same condition as they were supplied.

10. DEFECTS NOT APPARENT ON INSPECTION

10.1 The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.

10.2 The Company shall not be liable for loss or damage suffered by reason of use of the Goods after the Customer becomes aware of a defect or after circumstances which would reasonably have indicated to the Customer the existence of a defect.

10.3 The Company may within 15 days of receiving such a written complaint (or 28 days where the Goods are situated outside the United Kingdom) inspect the Goods, the Customer if so, required by the Company shall take all steps necessary to enable the Company to do so.

10.4 In the case of export Goods for overseas destinations the Company accepts no liability for damage or loss after the Goods have been dispatched by the Company although the Company will arrange insurance against transit or other risks if instructed to do so by the Customer at the Customers cost.

11. WARRANTIES AND LIABILITIES.

11.1 The Company warrants that the Goods to be supplied consequent upon its acceptance of the Customer's order will at the time of delivery be of satisfactory quality and in accordance with the specification.

11.2 Subject to any limitations on the Company's liability contained elsewhere in these Conditions, the Company's obligation under the warranty at paragraph 12.1 shall be (at the Company's option) either:

- (a) to correct or repair or
- (b) to replace free of charge, or
- (c) to refund the Price

of any Goods which are shown to the Company's satisfaction to have been defective at the time of delivery, provided that notice of such defect and satisfactory proof thereof is given by the Customer immediately after discovery and within 14 days from the date of delivery, except that where the alleged defect is a matter in relation to which the Company has provided a specific guarantee for a specified period, the claim must be made in accordance with and subject to the terms of the guarantee within the specified guarantee period. The Company's said obligation pursuant to this sub condition shall apply only if the Customer shall on request return any such Goods to the Company for inspection at the Customer's expense if requested to do so.

12. WARRANTY CONDITION

12.1 The Company warrants: -

that (provided that the products are used in the temperate geographic regions for which they are intended) it guarantees specific Aluminium products for a period of 20 years or 10 years on specific products as identified. Insulated Glass Sealed Units (IGU's) are guaranteed for a period of 10 years and all Working mechanical parts and Hardware for a period of 5 years or unless otherwise stated by. All PVCu & Timber Products are guaranteed for a period of 10 Years or unless otherwise stated. However, in respect of Goods sold for use in the UK, in the event that such Goods are removed from the UK and used or installed outside the UK then no warranty or guarantee is given in relation to foils or profiles even if Goods are used or installed in the Serviced Regions.

The Company will (so far as it is legally able to do so) assign to the Customer the manufacturer's guarantee (if any) on all Goods supplied by the Company and on all foils other than those set out above.

No warranty as to colour stability is given in relation to products which have been colour sprayed.

All warranties are subject to change if the principal manufacturer wishes to make changes to the published warranties and if the specific specification changes.

In relation to Goods which the Customer has informed the Company will be used outside the Serviced Regions no warranty is given as to colour stability, impact strength and shape retention other than as may be set out in an Annex to these terms duly signed on behalf of the Company.

In relation to spray finishes (wet or powder) on Goods no warranty is given in relation to colour stability, adhesion and wear if the Goods are used in a coastal environment (being within 1 mile of the coast). Unless specific Marine grade wet/powder coating has been applied. In these instances, the installation / supply address post code must be given for checking of viability for supply.

Such warranties as are provided under this condition 13 will apply to colour stability, impact strength and shape retention with regard to Aluminium Products.

Any Goods found to be defective under the terms of the warranty will be replaced and delivered free of charge to the premises of the Customer. The warranty is conditional on the material being handled, stored, maintained and applied in full compliance with any guidelines that are issued by the Company.

13. INSULATED GLASS SEALED UNITS (IGU's)

13.1 This warranty applies to all sealed units supplied by the Company, subject to the conditions stated herein.

13.2 If within ten years from the invoice date, through faulty manufacture, the unbroken sealed unit becomes visually obscured by condensation or dust collection within the unit the Company will: Supply a replacement sealed unit and, at our option, either install the new sealed unit, or accept the costs of removing the faulty sealed unit and installing the new one, provided those charges do not exceed those which the Company would have incurred for the same job.

13.3 This warranty does not cover consequential damage or loss of whatever nature and howsoever arising whether from failure of the existing sealed unit, or from the de-glazing and the re-glazing of a replacement sealed unit, or otherwise.

13.4 The acceptance by the Company of any claim under this warranty is conditional upon the Company's representative being given a reasonable opportunity to inspect the unbroken sealed unit before it is de-glazed. If upon inspection by a Company representative, it is found that the sealed unit was not of faulty manufacture, a charge will be made for the cost of the inspection. If the claimant challenges the result of the inspection, a mutually acceptable independent inspector may be appointed, and subsequently all charges relating to both inspections will be paid: a) By the Company if the decision is in favour of the claimant. b) By the claimant if the decision is in favour of the Company.

13.5 All replacement sealed units supplied will be on a "like for like" basis using standard components available at the time of construction. Should it be necessary to source the replacement sealed unit from another supplier, this warranty would not apply for those Goods.

13.6 This warranty applies only to sealed units installed within the United Kingdom.

13.7 The following are not covered by this warranty: a) Sealed units, which have been glazed incorrectly (including with silicon sealants) where the original contract was for supply only. For these purposes, a sealed unit will be deemed to have been incorrectly glazed if the method and manner of installation does not comply with the BS 6262 Code of Practice, glazing for buildings, or BS8000 workmanship on building sites Part 7 code of practice for glazing and their amendments, current at the date of installation. b) Sealed units used at altitudes over 800 metres, or where they have been transported over such elevation, unless the warranty has been specifically amended in writing to cover the relevant special application. c) Sealed units, which have not been maintained completely in accordance with the Company's recommendations (a copy of which is available upon request) and/or any recommendations/methods of the glazing system manufacturer. d) Sealed units showing the optical phenomenon occasionally seen as interference colour bands, known as "Brewster's Fringes" (e) minor imperfections, such as bubbles, blisters, hairlines, blobs, fine scratches or small pinpricks, which when viewed at 90 degrees in normal daylight and from 3 metres are not obvious. All NIS (Nickel Sulfide Inclusions) spontaneous unit explosion. These imperfections are not considered to be defects.

13.8 A claim is only valid when it is made in writing, in normal circumstances to the issuing location, or alternatively to the Registered office of the Company.

13.9 This warranty extends to all sealed units purchased by the Company, whether or not they bear the BM Trada Quality Mark. This Quality Mark is not available for, or applicable to, all types of sealed unit.

No warranty is given that the installation of double glazing will reduce the incidence of condensation.

All supplier warranties are available on request.

14. LIMITATIONS

14.1 No representation is made nor warranty given by the Company as to the suitability or fitness of the Goods for any particular purpose, and the Customer shall be responsible for ascertaining whether the Goods are suitable or fit for the Customer's purpose.

The Company shall be under no liability for any loss damage expense or liability incurred by the Customer or any third party as a result of the Goods not being suitable for a particular use.

14.2 Save as provided in this Condition 14 the Company's liability in connection with the sale of the Goods to the Customer shall be as follows:

(a) in respect of physical damage to or loss of the Customer's tangible property to the extent that it results from the wilful default or negligence of the Company, its employees, agents or contractors the Company's liability shall be limited to the price of the Goods in respect of each incident or series of connected incidents;

(b) in respect of all other direct loss (whether in contract, tort, or otherwise) the Seller's liability shall not exceed the price of the Goods; and

(c) in respect of any loss of profits, loss of goodwill or for any type of consequential, special or indirect loss or damage the Company's liability shall be nil.

14.3 Nothing in these Conditions shall be deemed to exclude or restrict the Company's liability for fraudulent misrepresentation or for death or personal injury resulting from the Company's negligence, or any liability for breach of the Company's implied undertaking as to title.

14.4 The Customer recognises that the limitation of liability contained in this clause is reasonable in that the prices quoted by the Company are dependent upon such limitation being incorporated in the Contract.

15. FORCE MAJEURE

15.1 If the Company is prevented (directly or indirectly) from making delivery of any Goods by reason of force majeure (as hereinafter defined) the Company shall be under no liability whatsoever to the Customer nor shall the Company be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of its obligations in relation to the Goods.

The Company shall have the right at its absolute discretion to allocate such deliveries as it is able to make, between deliveries pursuant to the Contract, and deliveries pursuant to any other contract with any third party.

15.2 The following shall be regarded as force majeure:

Act of God, explosion, flood, tempest, fire, accident, war, threat of war, sabotage, insurrection, civil disturbance, government requisition, acts, restrictions, regulations, bye-laws, prohibitions, or measures of any kind, on the part of any governmental, parliamentary, or local authority; import or export regulations, or embargoes, strikes, lock-outs, or other industrial actions, or trade disputes, shortages of raw materials, labour, fuel or parts of machinery, power failure, or breakdown in machinery, including tooling and die failure unavailability of the use of public or private telecommunications networks and any other cause whatsoever beyond the Company's reasonable control.

16. INDEMNITY

16.1 The Customer shall indemnify the Company on demand against any costs charges losses or expenses including legal fees which the Company may sustain or incur as a consequence of any failure by the Customer promptly and properly to perform its obligations hereunder.

16.2 The Customer shall indemnify the Company against any damages losses costs claims or expenses suffered or incurred by the Company in respect of any claim brought against the Company by any third party for any loss injury or damage wholly or partly caused by the Goods or the use or the use of any Container other than for storage of the Goods. Any loss injury or damage suffered as a result of a failure on the part of the Customer or any third party to use handle or deal with the Goods in a safe and proper manner and in accordance with all applicable regulations and all procedures recommended by the Company. Nothing in this clause will require the Customer to indemnify the Company against any liability to the extent that this arises as a result of the Company's own negligence.

17. TERMINATION

17.1 The Company shall be entitled without prejudice to its other rights and remedies, either to terminate wholly or in part the Contract or any or every other contract with the Customer or to suspend any further deliveries under the Contract or any or every other such contract in any of the following events.

(a) if any debt due and payable by the Customer to the Company is unpaid.

(b) if the Customer has failed to take delivery of any Goods under the Contract, or any other Contract as aforesaid otherwise than in accordance with the Customer's contractual rights.

(c) if the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the Customer; or the Customer ceases, or threatens to cease, to carry on business; or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

17.2 In addition to any right of lien that the Company may have the Company shall in any of the events described in paragraph 17.1(c) above have a general lien over all Goods sold and delivered by the Company to the Customer under the Contract or any other Contract.

17.3 Any implied right to sell the goods in the ordinary course of business shall terminate on the occurrence of any of the events listed in condition 17.1(c).

18. CANCELLATION

The Company will only agree to cancellation on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.

19. CONFIDENTIAL INFORMATION

All drawings documents and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without the written consent of the Company either give away loan exhibit or sell any such drawings or extracts there from or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.

20. TRADEMARKS/DESIGN RIGHTS/PATENTS

The supply of Goods by the Company shall not confer any right upon the Customer to use any of the Company's trade marks (except in the re-sale of Goods in the packaging supplied by the Company); or any of the Company's patents or design rights, and at all times such trademarks, patents, and design rights, shall remain the absolute property of the Company.

21. DATA AND TECHNICAL INFORMATION (including Portal surveys and guidance)

21.1 The information contained in the advertising sales and technical literature issued by the Company may be relied upon to be accurate in the exact circumstances in which it is expressed otherwise any illustrations performance details examples of installations and methods of assembly and all other technical data in such literature are based on experience and from trials under test conditions.

Accordingly, the information contained in the Company's publications is provided for general guidance only and forms no part of the contract unless expressly agreed in writing. Customers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's Goods.

22 GENERAL

22.1 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of this or any other contract.

22.2 If any of the provisions 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.

22.3 The Customer shall not assign or transfer any of its rights benefits or obligations under the Contract (save with the prior written consent of the Company).

22.4 The Contract shall be governed by and construed in all respects in accordance with English Law, and the Customer hereby submits for all purposes of and in connection with the Contract, to the non-exclusive jurisdiction of the English Courts.

22.5 Any notice or other communication to be given under this agreement shall be in the English language and may be delivered in writing by hand or sent by pre-paid first-class post or fax to the party to be served at that party's registered office or last-known trading address and (in relation to the Company) marked for the attention of the 'The General Manager'.

A notice shall be deemed to have been served, if by hand when delivered, if by facsimile when transmitted, and if by first class post 48 hours after posting.

22.6 The clause headings are for reference purposes only, and do not limit or otherwise affect the interpretation of the foregoing Conditions.

22.7 Each of the provisions contained in these Conditions shall be construed as separate and severable.

22.8 A person who is not a party to the contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.