

## Appendix 1 – Typical Terms and Conditions

### *TERMS & CONDITIONS OF SALE GFD Trading Limited t/a Global Door (2011 version)*

*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 GFD Trading Limited t/a Global Door; '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.*

*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.*

#### *2. PRICE*

*2.1 The price of the goods shall be the prices as set out / obtained from the Company web site or in the case of non website sales in the Company order acknowledgement (the Price)*

*2.2 Prior to entering into a contract with Customer 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.*

*2.3 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 are accepted if :- (a) cash is sent with the order; or (b) payment by credit or debit card*

*3.2 The method of payment for overseas Customers will be agreed by the Company in writing prior to confirmation of the order.*

*4. QUOTATIONS AND ORDERS All quotations are made and all orders are accepted subject to the following conditions;*

*4.1 Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or verbal notice*

*4.2 The Company will only accept orders for doors on receiving a signed order confirmation from the Customer, this order confirmation shall constitute acceptance by the Customer both of these terms and conditions and of the contract price.*

#### *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.*

#### *6. DELIVERY*

*6.1 Delivery of the Goods shall be by the Company delivering the goods to the Customers nominated address within the order within the United kingdom mainland (but excluding the Scottish highlands for which special delivery arrangements must be made) Except to the extent stated in writing by the Company the Price is Inclusive of delivery charge.*

*6.2 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 which is beyond the reasonable control of the Company.*

*6.3 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.*

*6.4 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..

6.5 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. 6.6 Where orders are placed through the Company "web site" the following supplemental conditions with regard to delivery address shall apply.

a) Delivery of the Goods shall be made by the Company (or its designated Haulier) to the Site/address as identified and as noted on the website by the Customer. A signature will be required from the Customer (or his representative) or such person who purports to be connected to the Site (whether the Customer or otherwise) confirming such satisfactory delivery of the goods.

b) If the Customer has noted on the Website (by ticking the appropriate tick-box) that it wishes the Company to deliver the Goods to the Site/address and to leave the Goods at the

Site/address even if the Company is not able to obtain the signature, then delivery shall be made by the Company leaving the Goods at any place at the Site (including, without limitation, driveways, gardens or front porches). In such circumstances, the Customer shall be responsible for any claims of loss, theft or non-

delivery. c) If the Company has tendered delivery in accordance with clause (a) but is not able to

obtain the signature noted at clause (a) and clause (b) does not apply (because the Customer has opted not to tick the appropriate tick-box referred to at clause (b), then delivery will not be made. The Company may by arrangement redeliver the Goods and shall charge the Customer a re-delivery charge of £50 (which sum shall be payable immediately upon receipt of an invoice for the same from the Company).

#### 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

8. CARRIAGE 8.1 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 damages unless notified to the Company by telephone within 72 hours and confirmed in writing within 7days, 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.

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 for doors situated on UK mainland inspect the goods, the customer if so required by the company shall take all steps necessary to enable the company to do so. Prior to any such inspection the

Company shall require the payment of a Service Charge/ Levy of £60.00. This service Charge/ Levy will be immediately refunded to the customer once it is established that the defect is genuine and not a consequence of misuse and the Company will carry out whatever remedial action is required. However should inspection result in the conclusion that the defect / damage is a consequence of user misuse i.e physical damage "forced locking mechanism" etc the Company will where applicable/possible rectify the defect but the Service Charge /Levy will be retained by the Company to cover its costs in respect of the visit and repair. Should the cost of the visit and any repair works undertaken exceed the withheld Service Charge / Levy the Company reserves the right to notify and invoice the customer in respect of the difference in cost between the Service Charge / Levy and the repair cost before any such repair work is undertaken

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 by It consequent upon its acceptance of the Customers 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 elsewhere contained in these Conditions, the Company's obligation under the warranty at paragraph 11.1 shall be (at the Company's option) either:- (a) to replace free of charge, or (b) 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.

11.3 The Company neither warrants nor will be liable for any defect arising out of door alignment where the customer has elected the use of adjustable hinges, These hinges are required to be "self maintained" upon a regular basis. For the purpose of this clause "Alignment" is defined as those minor deviations that occur over time as a consequence of door slamming either by hand or wind action, subsidence of whatever cause, temperature variations or any other cause which may result in a slight deviation of the alignment of the door.

#### 12. GUARANTEE CONDITION (Mainland.)

12.1 The Company guarantee their composite door for domestic use from the date of manufacture for the following:- Door Leaf - 10 years Composite door glass units – 5 years Hardware surface & mechanical – 5 years Installation & workmanship when carried out by a GFD Trading representative – 5 years For installation by others other than GFD Trading representatives please refer to clause 20.

Door Leaf 1. In normal use the doors will not crack, chip, blister, flake or peel. 2. When exposed to direct sunlight over long periods of time, discolouration may occur, but this will be within the accepted tolerances contained within GRS (Grey Scale Rating) 3-4 according to BS EN ISO 11341 for paints and varnishes. Hardware (Door Hinges, Lock Sets, Handles etc) 1. In normal use, all hardware functionality Note: handles and Hinges should not be subject to stresses and operating forces beyond recommended levels as stipulated by the GGF guidelines and British Standards Code of Practice.

2. Surface treatment subject only to regular cleaning with proprietary products.

Composite Door Glass Units 1. Obstruction of vision arising from deposition of moisture or deterioration of inner glass.

This Guarantee is subject to the door being maintained in accordance with our Care Guide.

*This Guarantee excludes: 1. Damage from impact or neglect. 2. Misuse. 3. Failure due to poor installation where the door is fitted by other than GFD Trading representatives. 4. Failure due to building subsidence. 5. Faults caused by wilful or neglectful damage or by excessive wear and tear. 6. Any modifications/alterations made post installation. 7. Act of God. The Company accept no liability for any direct or consequential loss (including cost of refitting) resulting from any claim against this Guarantee. The company reserve the right to modify their designs, if any product or component is obsolete a product of equivalent specification will be supplied.*

### **13. LIMITATIONS**

*13.1 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, and 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.*

*13.2 Save as provided in this Condition 13 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 goodwill or for any type of consequential, special or indirect loss or damage the Company's liability shall be nil.*

*13.3 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.*

*13.4 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.*

### **14. FORCE MAJEURE**

*14.1 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, and 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.*

*14.2 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 and any other cause whatsoever beyond the Company's reasonable control.*

### **15. INDEMNITY**

*15.1 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 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.*

*16. CANCELLATION The Company will only agree to cancellation (after the initial 7 days "*

cooling" off period ) 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.

17. **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.

18. **DATA AND TECHNICAL INFORMATION** 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 products.

19 **GENERAL** 19.1 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.

19.2 If any of the provisions of these Conditions is held by any competent authority to be invalid or un-enforceable 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.

19.3 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).

19.4 **Ombudsman Scheme – Handling of Disputes** a) All disputes, differences and questions which at any time may arise between the parties to this agreement and guarantee, or their representatives or assigns attaching to or arising out of or in respect of this agreement and guarantee or its subject matter shall be, and are hereby, submitted via The Double Glazing and Conservatory Quality Assurance Ombudsman Scheme (DGCOS) (unless there is good reason to send this matter directly to the Ombudsman) for conciliation, mediation, or determination/arbitration by the Ombudsman or his nominee. b) Where a matter referred for conciliation or mediation has not been resolved within one month or such later time as the parties may agree in writing either of the parties shall have the right to request that the matter(s) in dispute be resolved by arbitration and /or determined by the Ombudsman pursuant to the rules of the Quality Assurance Ombudsman Scheme 1996 or any subsequent modification thereof.

c) Where the complainant party is a consumer as defined in the Unfair Terms in Consumer Contract Regulations 1999 and in the Arbitration Act.1996, or any re-enactment or statutory modification of either, this clause shall only apply where the complaint, in writing, requests a resolution by conciliation, mediation or determination /arbitration after the arising of the dispute, difference or complaint or question.

d) In the event of any dispute arising during the course or subsequent to completion of the contract the customer will not be entitled to withhold payment in excess of the amount representing the reasonable cost of the work required to rectify or replace any allegedly defective Works which are the subject of the dispute.

19.5 Any notice required to be given hereunder shall be sent to the Company at its registered office, and to the Customer at the address shown on the order A notice shall be deemed to have been served, if by hand when delivered, if by telex or facsimile when transmitted, and if by first class post 48 hours after posting.

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

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

*20 Preferred Installer Where the Customer does not wish to carry out the installation of the composite door and requests that the Company provide the names of preferred installers, the following conditions shall apply 20.1The recommendation of door himself or to use the services of his own installer the customer alone will be responsible for carrying out negotiations with the installer to establish the cost and timing of the installation, any contractual relationship arising out of such negotiations will be solely between Customer and Installer. 20.4The Company will accept no responsibility or liability for any defects arising out of the installation of the composite door where the door is fitted by other than GFD Trading representatives*