

TERMS AND CONDITIONS OF SALE (Full)

1. GENERAL

i. All quotations whether verbal or in writing are made and all orders are accepted subject to the following Terms and Conditions, which shall govern the contract to the exclusion of any other Terms and Conditions. No addition to or variation of these conditions will bind the Seller, unless it is specifically agreed in writing and signed by a Partner of Lotinga Industrial Doors. No agent or person employed by or under contract with the Seller has the authority to alter or vary these conditions in any way.

ii. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

iii. 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.

2. DEFINITIONS

i. "Buyer" means the person or business named in the purchase order.

ii. "Seller" means Lotinga Industrial Doors

iii. "Goods" means all items to be supplied (or instalment or part of them) and all work to be done (or instalment or part of them) by the Seller as specified in the purchase order.

iv. "Purchase Order" means the Buyer's purchase order.

v. "The Contract" means the contract between the Buyer and Seller for the sale and purchase of Goods.

vi. "Quotation" means the quotation provided by the Seller to the Buyer setting out the description, price, place and quantity of the Goods. Words in the singular shall include the plural and vice versa, references to any gender shall include the others and References to legal persons shall include natural persons and vice versa.

3. PRICE AND DELIVERY

Unless otherwise specified in the Quotation

- i. All prices are quoted and payable in sterling and are exclusive of any value added or similar tax payable therein.
- ii. A minimum charge of 4 hours will apply to all attended call outs, unless a Service Contract is in place.
- iii. Quotations shall be valid for a period of 30 days from the date of the quotation and may be withdrawn after that period. *Lotinga Industrial Doors* reserves the right to withdraw a quotation at any time. When instructing *Lotinga Industrial Doors* to commence works based on a quotation supplied by us, you are accepting the terms and conditions set out.
- iv. *Lotinga Industrial Doors* will not charge to carry out / issue quotations. However, if *Lotinga Industrial Doors* has to locate the fault then the work will be charged at the normal hourly rate.
- v. Whilst carrying out Contracted / Quoted Works any delays that occur on site which are not the responsibility of *Lotinga* will in addition to the contracted costs incur a waiting charge at the normal hourly rate.
- vi. When carrying out Sub Contract works *Lotinga Industrial Doors* shall not be liable for any costs incurred due to failure of any parts or materials fitted not supplied by *Lotinga Industrial Doors*.
- vii. The price includes for delivery Ex Works or as otherwise specified therein.
- viii. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any change in

delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by the Buyer's instructions or the Buyer's failure to give the Seller adequate information or instructions, or by any deterioration of any item subsequent to a quotation being issued by the Seller for the repair thereof.

- ix. Any times quoted for despatch are to date from receipt by the Seller of the acceptance by the Buyer of the Seller's quotation and of all necessary information and drawings to enable the Seller to proceed.
- x. Whilst the Seller will use all reasonable endeavours to comply with any delivery dates, the Seller accepts no liability whatsoever for any failure to attain such delivery dates.

4. ACCEPTANCE OF GOODS

Any claim by the Buyer which is based on any defect in the Goods shall be notified in writing to the Seller within seven days of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable period after discovery of the defect. If the Buyer does not notify the Seller the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with The Contact.

5. PAYMENT

- i. Credit account customers must make full payment within 28 days of invoice date. In all other circumstances payment must be made either in advance or on the day of completion or directly on receipt of an invoice.
- ii. *Lotinga Industrial Doors* reserves the right to amend credit facility conditions and terms or to withdraw facilities at anytime.
- iii. Orders over £10,000.00 for account holders or those without an account will require a deposit.
- iv. *Lotinga Industrial Doors* reserves the right to require full or part payment prior to commencement of works.
- v. In processing your application for credit facilities we may make enquiries of credit reference agencies or other third parties who may record those enquiries. We may also disclose information about the conduct of your account with us to credit reference agencies or other third parties. The information obtained from or provided to credit reference agencies or other third parties may be used when assessing further applications for credit terms, for debt collection, for tracing and for fraud prevention.
- vi. Failure to comply with these terms and conditions will cause withdrawal of credit facilities and any amounts outstanding will become payable immediately.
- vii. In the event you do not adhere to our payment terms your details may be passed to a licensed credit reference agency.
- viii. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms.
- ix. *Lotinga Industrial Doors* do not accept retention of monies on any supply/ installation contract.

6. RISK AND PROPERTY

i. Risk of damage to or loss of the Goods shall pass to the Buyer at a time when the Seller notifies the Buyer that the Goods are ready for collection or in the case of Goods to be delivered otherwise than at the Seller's premises at the time of delivery, or if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods or when *Lotinga* are installing, the installation is complete.

Lotinga Industrial Doors, Jezreels Barn, Rodmersham Ct Farm, Church St, Rodmersham, Sittingbourne, Kent ME9 0QA
Tel: 01795 473111 ~ Fax: 01795 439537 – Email: admin@lotingadoors.co.uk

- ii. Notwithstanding delivery and the passing of risk in the Goods, any other provision of these conditions, the property of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller for which payment is then due.
- iii. Until such time as the property in the Goods passes to the Buyer (and provided that the Goods are still in existence and have not been re-sold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored or installed and repossess the Goods.
- iv. If the Seller is required to undertake legal action to recover money owed by the Buyer then the cost of this legal action will be payable by the Buyer.

7. FORCE MAJEURE

The Seller shall be entitled to delay or cancel delivery or to reduce the amount of Goods delivered if and to the extent that it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including (but not limited to) strikes, lock-outs, accidents, war, fire or breakdown of plant machinery.

8. ASSIGNMENT AND SUB-CONTRACTING

The Seller may entirely at their discretion and without the consent of the Buyer assign the contract with the Buyer or sub-contract the whole or any part thereof to any person, Company or Seller.

9. INSTALLATION

Our prices are based upon:

- i. A single continuous installation period with safe and unimpeded access to suitably prepared openings(s) and adequate access/parking for delivery vehicle(s)/fitters van(s) at no cost to the Seller.
- ii. All work is assumed at ground floor.
- iii. Normal hours of work, i.e. Monday-Friday 8.00am – 5.00pm
- iv. Suitable hard standing area being provided
- v. Abortive visits will be chargeable at the full day rate.
- vi. All down-time due to impeded access is chargeable to the Buyer at a rate of £65.00 per hour.
- vii. Unless noted otherwise, all door/shutter sizes are structural (steel/masonry) opening sizes and the Seller has allowed for products to be fixed directly to suitable, solid support structures, using our standard fixings.

10. LIFTING & ACCESS EQUIPMENT

It is the customer's responsibility to provide offloading and safe storage prior to actual installation, and providing a forklift truck of suitable size and capacity to lift door rollers, guides and motors into position when required.

11. POWER AND WIRING

In the case of power operated roller shutter doors the Seller checks that motor(s) are functioning correctly on installation by seller's own power supply. On-site connection and wiring is to be provided in all cases by the client. In the case of Industrial Doors it is the Buyers responsibility to provide a 16 amp 3 Phase and neutral fused isolator on motor side of the door at approximately 1.5m from floor level and wired into a 5 pin 16 amp socket within one metre of the motor position.. This must be available at installation stage. In the case of tube motor roller shutters it is the

Buyers responsibility to provide a single phase spur within one metre of the motor side of the door. This must be available at installation stage.

12. BUYER'S RIGHTS

Any specifications, plans, drawings, patterns or designs remain the property of the Buyer and must be returned to the Buyer by the Seller on completion of the Contract if requested by the Buyer to do so.

13. WARRANTY, QUALITY & CONDITION OF GOODS

The Seller warrants for 12 months that Goods, manufactured by them shall be of sound material and workmanship and that good workmanship shall be employed in assembling parts or materials not manufactured by them.

The warranty will be deemed void in the event of the following occurrences:

- i. The Seller shall be under no liability in respect of any default arising from fair wear and tear, wilful damage, negligence of the Buyer (e.g. lowering the door onto an object), impact damage, abnormal working conditions, failure to follow the Sellers instructions (whether oral or in writing), misuse, or alternation or repair of the Goods without the Sellers approval.
 - In the case of the Eco-Strip doors, these must be raised up and isolated during strong winds. Lotinga will not be responsible for any repairs costs should an Eco-Strip blow in.
- ii. Lotinga must be notified immediately if a fault arises. Any damage caused as a result of not notifying Lotinga immediately will void the warranty.
- iii. The Buyer shall be responsible for ensuring the accuracy of the items (including specification) of any order and the Seller shall be under no liability in respect of any defect in the Goods arising from drawing, design, information or specification supplied by the Buyer.
- iv. Whilst every care is taken to ensure the operation of the Goods is satisfactory, no guarantee is given and any warranty is conditional on the Goods being installed, commissioned, serviced and maintained correctly. Where the door is installed by someone other than a Lotinga engineer, the warranty will be void should the door be installed incorrectly.
- v. A service agreement is not provided as part of our guarantee but is available at an additional and competitive cost.

Important to Note!

Doors up to 4m high must be serviced once a year. In order to keep the year warranty validated on larger and automatic doors the following servicing conditions MUST be met:

- i. Doors over 4m but not any larger than 6m high and automatic doors must be serviced every 6 months.
 - ii. Doors over 6m high must be serviced every 4 months.
- vi. The above warranty does not extend to parts, materials or goods not manufactured by the company, in respect of which the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the company if the same is assignable. In the event that parts or service are charged pending a report from the manufacturers, such charges are to be paid in accordance with the terms of credit. Any refund will be subsequently made in accordance with the manufacturers' decision.

14. DETERMINATION OF CONTRACT

If the Buyer shall make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against the Buyer, or if, being a limited company, any resolution or petition to wind up the company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver or manager shall be appointed of the Buyer's undertaking, property or assets, the Seller shall have the right forthwith to determine the contract, and upon written notice of such determination being posted to the Buyer's last known address, the contract shall be deemed to have been determined.

15. DELAY IN EXERCISING THE CONTRACT

Should the Buyer wish to delay the installation of Goods ordered from the Seller, or should the Seller not be able to undertake the installation for reasons outside their control, then the Buyer will be charged for storage of the Goods by the week/month or part thereof that the installation is delayed.

16. CANCELATION OF CONTRACT

Should the Buyer cancel an order once the order has been placed then the Buyer will be liable to pay the Seller 80% of the order value.

17. LAW

The Contract shall be deemed to have been made in England and the parties of the contract hereby submit to the jurisdiction of the English courts. English law shall be the applicable law of The Contract.