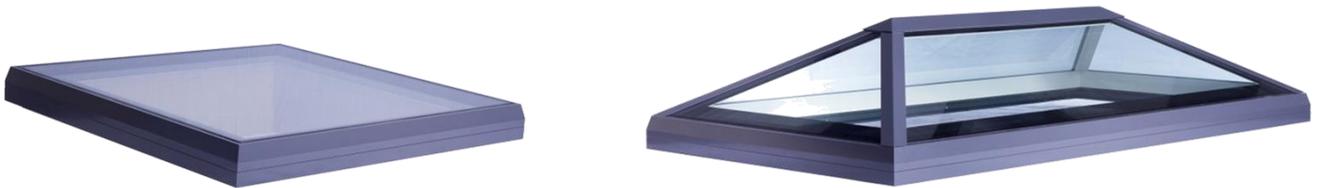




www.spectrumskylights.co.uk



Terms and Conditions Of sale

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1.0 – General

1.1 - Definitions

"The Seller" means "Spectrum Aluminium Fabrications Ltd" (Trading as Spectrum Skylights).

"The Customer" means any person, firm or company placing the order.

"The Goods" Refers to skylights or other products which have been purchased via Spectrum Skylights.

1.2 - General

All issued quotations and accepted orders are subject to our standard terms & conditions of sale. No alterations to these conditions shall take effect unless confirmed by us in writing prior to order placement.

The following terms & conditions of sale are applicable to all orders.

All products will remain the property of the Seller until paid in full by the Customer.

1.3 - Validity

Quotations and prices are subject to withdrawal or alteration in whole or in part at any time.

Unless otherwise stated by us in writing quotations are valid for 30 days from the date of issue.

2.0 – Price, Payment and Additional Charges

2.1 - Price

The price of the goods/services will be set out by the Seller at the time when the order is placed.

The Seller's prices may change at any time but no changes will affect orders already placed.

2.2 - Payment

All payments shall be made on the terms as set out in the quotation and the confirmation of order.

Unless specified all payments must be made in full and the funds must have cleared before the goods will be despatched.

In the event of the Company agreeing to supply goods on credit, payment is to be made in full not later than thirty days from the day of delivery, unless this condition has been expressly varied in writing by the Company. In all cases the Customer shall make payment within the agreed time.

In the event of the Customer's default in paying any sum as it falls due, or committing any breach of any of its obligations to the Company; the Company shall be entitled, without notice to the Customer, to suspend all further deliveries until the default be made good or determine any Contract then subsisting so far as further Goods remain to be delivered, but without prejudice to any claim or right that the Company might otherwise make or exercise.

Any sum as it falls due shall carry interest at the rate specified by the Company on a daily basis until payment is received by the Company.

All payments will be taken in British Pounds (£).

2.3 - Time

The Company will use all reasonable endeavours to meet all estimated times or dates for delivery. However, time for delivery shall not be a term of or of the essence of any contract and the Company shall therefore not be liable for any loss or damage, including loss of profits, caused or occasioned by late delivery.

2.4 - Storage

Please note that we will charge you a non-refundable storage fee of £100 per full week in the following circumstances:-

Where delivery bookings have not been made: 3 weeks after the original due date of the Skylight(s) or first booking attempt by Customer Services (whichever is the later); or where delivery bookings have been made: if you are unavailable to take delivery of your Skylight(s) order after agreeing delivery dates with Customer Services re-delivery charges may also apply.

2.5 – Ownership

No legal property in or beneficial ownership of the goods shall pass from the Company to the customer unless and until the Customer has made full and complete payment to the Company of (i) all sums due from the Customer to the Company under this agreement in respect of the goods and (ii) all other sums due from the Customer to the Company on any account whatsoever. If any sum due from the customer to the Company on any account whatsoever remains unpaid after the Company has given to the Customer two days written notice of their intention to exercise their rights under this condition the Customer shall be deemed to have repudiated this agreement and the Company shall be entitled to terminate this agreement to forfeit any sums paid to it by the Customer in respect of the goods and to recover the goods if necessary by entry into and removal from the Customers' premises without prejudice to any other claims which the Company may have against the Customer.

3.0 – Delivery and collection

3.1 - Delivery

Delivery dates are not guaranteed but we will do our utmost to ensure products are delivered by the stated date or within a reasonable period thereafter.

We shall not be liable for delays or failure in delivery because we cannot gain access to the delivery address on the agreed delivery date or because of other circumstances beyond our reasonable control.

Delivery shall take place either at the time of collection, by the Customer or his agent, of the Goods from the Company's premises, or if the Goods are delivered to the Customer, at the moment of the unloading of the goods at the Customer's premises.

3.2 - Essential Checks Before Ordering

It is your responsibility to ensure that there is suitable lifting equipment available to take receipt of delivery and there is sufficient access for our delivery lorry to reach the delivery address, as fees for redelivery and cancellation may apply.

If you are choosing Skylight(s) for a property in an industrial or maritime area or which is subject to a potentially corrosive or polluted environment call our Customer Services team and ask about the different material specifications we offer to suit your specific needs.

3.3 - Essential Checks on Delivery

An adult must be available at the address to carefully check the product, sign and acknowledge receipt in a safe and satisfactory condition.

Please report any defects immediately upon delivery to Customer Services.

For boxed Products, you are only required to sign for the packaged goods received. If no one is available to accept delivery of Skylight, re-delivery charges will apply of £50 per skylight. Cancellation fees of up to 25% of total order value may also apply if goods are subsequently cancelled.

3.4 - Damaged Goods. Mis-delivery. Non-delivery

When any consignment of Goods is delivered and (i) the whole or part of any such consignment is damaged, or (ii) the whole or part of any such consignment is made up of the wrong quantity or wrong type of goods, the customer shall advise the Company (other than upon a consignment note or deliver document) within two business days of the delivery and immediately confirm to the Company in writing.

When any consignment of Goods is delivered to a carrier and is not received by the Customer, the customer shall advise the Company in writing (other than upon a consignment note or delivery document) within 14 days of dispatch.

No claim will be entertained unless the customer complies with the term of this condition. In any event the liability of the Company in the event of any mis-delivery or non-delivery referred to in this condition shall not exceed the replacement of the goods shown to be mis-delivered or non-delivered or, at the Company's option, the refund of the price received by the Company for the goods.

Goods returned to the company shall be subject to inspection (and if necessary remedial work) before any credit for the returned goods is issued.

Where the customer wishes to exchange their product(s), the purchase of alternative product(s) and the inspection of the returned product(s) shall be completed prior to any credit being issued.

The return of undamaged bespoke products lies completely at the discretion of the Company.

Claims made after signing for delivery in good condition will be considered at the Company's discretion.

3.5 - Risk

The risk in the Goods shall pass to the Customer at the time of delivery.

Where the Goods are stored by the Company pending collection, they shall be stored at the Customer's risk.

Any Goods stored for prolonged period are stored at the Customers Risk.

4.0 – Samples and Suitability

4.1 - Descriptions and Samples

All descriptions and samples are given in good faith, but the Company makes no warranty and accepts no condition whether express or implied (statutory or otherwise) that any of the Goods supplied comply with any descriptions or samples given to the customer or his agent.

4.2 - Quality and Fitness for Purpose

Any recommendation or suggestion relating to the use or durability of the Goods is given in good faith but it is for the customer to satisfy himself the goods are suitable for his own particular purpose and he shall be deemed to have done so.

All expressed or implied warranties, or conditions (statutory or otherwise) that the Goods are of any particular quality or fit for any particular purpose whether or not made known to the Company are hereby excluded.

Skylight products designed for use in maritime/industrial areas are available. Please ensure you have requested the correct product for your intended application.

5.0 – Cancellations, Returns and Defects.

5.1 – Cancellations and Amendments

If you need to cancel or amend your order for any reason or to order non-standard Skylight, you are entitled to do so at any time up to 48 hours after you have placed your order, by contacting Customer Services.

If you amend or cancel your order more than 48 hours after you placed it, we reserve the right to charge you any costs we incur in relation to your order, however this shall not be more than 50% of the total price of the ordered products.

5.2 - Returns / Refunds

Standard products returns are subject to the Company's discretion.

Bespoke products cannot be returned; these are designed and made to your specifications. Please see section 5.1, Cancellations and amendments for further details.

5.3 - Defective Products

If you believe any of our products to be of an unsatisfactory quality please immediately contact Customer Services and treat your product with the utmost care.

6.0 – Miscellaneous

6.1 - Consequential Loss

The Company shall not be liable for any damage, illness, injury or loss of any kind whatsoever and howsoever caused to any property, persons, animals or produce or arising out of or in connection whether directly or indirectly with the use of the Goods provided that nothing in this Condition or the Conditions generally shall limit the Company's direct liability in respect of death or personal injury.

6.2 - Representation

The Customer acknowledges that he has not entered into this Contract on the basis of any representation whatsoever made to him by the Company or its agents.

6.3 - Force Majeure

The Company shall be entitled to cancel or delay delivery or to reduce the quantity of the Goods delivered if it is delayed or hindered in or prevented from manufacturing or delivering by normal route or means of delivering the Goods through any circumstances beyond its reasonable control, including but not limited to war, fire, flood, act of God, unavailability of raw materials, government restrictions and controls, strikes and lockouts.

6.4 - Indemnity

The Customer shall indemnify the Company against all claims, demands, damages, penalties, costs and expenses to which the Company may become liable as a result of work done in accordance with the Customer's order which involves the infringement or alleged infringements of any letters, patent, trademarks, registered designs, industrial models or copyrights.

The Company accepts no responsibility where specifications or particulars supplied by the Customer are inaccurate and the customer shall indemnify the Company against any loss suffered by the Company by reason of such inaccuracy.

6.5 - Set Off

The Customer shall not be entitled to withhold or set off payment of any amount due to the Company under the terms of any contract whether in respect of any claim of the Customer in respect of faulty or defective Goods or for any other reason which is contested or liability for which is not admitted by the Company.

6.6 - Proper Law

These Conditions and the Contract shall be subject and construed according to English Law and the Uniform Laws on International Sales Act 1967 and any statutory modification or re-enactment thereof is hereby excluded.

If you have any queries relating to any element of these terms and conditions please do not hesitate to contact member of our team who will be more than happy to assist you.

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