

Terms and Conditions

General

These "Terms and Conditions" shall apply in full and without variation for all orders placed with the CDW Systems Ltd. ("Seller" or "we"), unless alternative terms have been agreed by the Seller in writing. All offers and quotations are made without obligation and all orders for products are subject to acceptance or rejection by the Seller. The acceptance of an order is conditional on the Buyers acceptance of these Terms and Conditions. The Seller reserves the right to correct accidental errors or omissions on quotations, acknowledgements and invoices.

Payment and Prices

1. Prices quoted are exclusive of VAT and subject to agreed discounts or settlement terms.
2. Payment for Goods and services shall become due on the agreed payment date. For non account customers the Seller reserves the right to request full or partial payment before proceeding with an order or part of an order.
3. If the Buyer defaults on any payment when due the Seller reserves the right to suspend or cancel any pending or future orders. Interest at the rate of 2% per month will be charged on all overdue payments
4. Ownership of Goods will remain with the Seller until paid for in full.
5. All door and framing prices are unglazed.
6. The door and framing prices quoted do not include for fixing brackets, lugs, screws and other materials. Prices quoted are correct as shown by the Seller's current Price List and we reserve the right to amend prices and specifications without prior notice.

Placement of Orders

1. All orders are to be submitted on the Sellers official order forms. Verbal instructions, architectural drawings or Customers' own paperwork will only be accepted if accompanied by properly completed forms.
2. Any order amendments must be notified by fax or in writing. Verbal instructions cannot be accepted. Any such amendments are subject to acceptance by Seller.
3. The Seller reserves the right to reject or modify any order which is deemed not to comply with industry standards or good working practices.

Delivery of Goods

1. Whilst every effort will be made to deliver Goods on time, any delivery date stated is approximate only and the Seller shall have no liability for any loss or damages caused by late delivery. Delivery delays will be advised in writing by Seller where possible within five days of despatch date.
2. Delivery is included in the above prices based upon orders being delivered using our dedicated vehicles on the normal delivery days for your area. Any special deliveries or the supply of separate or replacement hardware will be subject to additional carriage charges.
3. Postage and packing will be charged on small items sent through the Post or by carrier.
4. Lock and handle prices quoted do not include any carriage charges levied by manufacturer when ordered individually or as replacement parts.
5. Screens and curtain walling may be delivered in part fabricated form.
6. We reserve the right to deliver the Goods in instalments.
7. The Buyer shall inspect the Goods immediately upon receipt and advise of any damage or shortages in writing within five working days of receipt.

Returned Products and Cancellations

1. All cancellations of orders are to be advised in writing and are not effective unless agreed by the Seller in writing. Credits due for returned products will only be issued upon return of the Goods and their subsequent satisfactory inspection and will exclude any carriage charges applicable at time of despatch.

Conformity

1. There are no industry standards for the weathering of commercial doors or framing and these are not sold as weatherproof or high performance products. The Buyer shall be deemed to have taken into consideration site conditions and location and established that the Sellers products are fit for purpose. Any special circumstances should be notified to the Seller on or before the placing of order.
2. The Buyer shall be deemed to have checked that glazing thicknesses specified on orders are in accordance with Glass and Glazing Federation current standards and good working practices. The Seller assumes no responsibility for the recommendation or specification of glass or panels.
3. Any orders which are on a design and build basis, requiring maintenance manuals or other supporting information must be agreed with the Seller prior to the placing of order. We reserve the right to make an additional charge for the preparation of such information.

Powder Coat Finishes

1. The stated additional price for RAL colours is based upon the standard stock colour ranges held by our powder coaters. These stock colours may not necessarily agree with the standard colours indicated on the Interpon or Syntha Pulvin colour swatches. The Buyer is advised to check on colour availability before placing of order.
2. RAL colours and quotations are based upon the standard satin, matt or gloss finishes where available, and do not allow for any special guarantees applicable to installations in marine, chlorine or other extreme environments.
3. Replacement or individual coloured hardware (letterplates, handles etc) may be subject to an additional minimum paint charge.

Miscellaneous

1. Whilst every effort is made to deliver goods with hardware fitted, certain components are supplied loose for fitting on site following correct installation and adjustment. Details of such components are available upon request. All hardware is supplied with the necessary instructions. Please ensure these are passed on to the end user.
2. Quotations for electrical items or hardware do not include the cost of draw wires, or connection to a power supply. It is the responsibility of a qualified installer or electrician appointed by the Buyer to establish a suitable method of connecting and commissioning.

Limitation of liability

1. The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
 - 1.1 any breach of these conditions; and
 - 1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the contract between us ("Contract").
2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
3. Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by its negligence or fraudulent misrepresentation.
4. Subject to paragraphs 2 and 3 of this limitation of liability clause:
 - 4.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the aggregate price (net of VAT) payable under the Contract; and
 - 4.2 the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

These Terms and Conditions shall be subject to English Law and any disputes settled by English Law.