

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 or variations to this Contract 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 Buyer's acceptance of these Terms and Conditions. The Seller reserves the right to correct accidental errors or omissions on quotations, acknowledgements and invoices. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions or which are implied by law, trade, custom, practice or course of dealing.

Payment and Prices

1. Prices quoted are exclusive of VAT=
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. The Supplier may invoice the Buyer for the Goods on, before or at any time after the completion of delivery.
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 unless otherwise stated.
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 in writing in a form approved by the Seller. 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 email 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.
4. Any samples, drawings, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

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 two 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 unless specifically agreed otherwise.
3. Postage and packing will be charged on small items sent through the Post or by carrier.
4. Hardware prices are quoted individually and 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 assembled 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.
8. If the Supplier fails to deliver the Goods its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. For the purposes of this clause Force Majeure Event means an event, circumstance or cause beyond a party's reasonable control including the impact of any pandemic including that of Covid 19 or any variants or mutations thereof.
9. Risk of damage to or loss of the Goods shall pass to the Customer upon delivery of the Goods to the site of the Works but title in the Goods shall only pass upon full payment.

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 Seller's 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 properties 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.
3. To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in

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connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause shall survive termination of the Contract.

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 or sales, 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.

Termination

1. Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Buyer if:
 - (a) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
 - (b) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];
 - (c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Supplier if the Buyer becomes subject to any of the events listed in clause 1(b) to clause 1(d), or the Supplier reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
4. On termination of the Contract for any reason the Buyer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
5. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

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Product Guarantee

1. The Supplier offers the following product guarantees subject always to the terms herein and the limitation of liability above.
 2. All guarantees are subject to correct installation in accordance with the recommendation set out by the British Plastics Federation & the Glass and Glazing Federation and all other current codes of practice.
 3. Powder Coating
This guarantee covers the powder-coating against the following faults:
 - peeling, powdering and blistering.
 - corrosion; except due to bending or folding after the application of the paint.
 - Determined by the colour RAL or Syntha Pulvin reference chosen; both RAL and Syntha Pulvin finishes comply with BS 6496 and BS 6497 across the full range of colours.
 - o Syntha Pulvin ~ Gloss and Satin = 15 year guarantee
 - o Syntha Pulvin ~ Plus = 25 year guarantee
 - o RAL ~ Gloss, Satin and Matt = 25 year guarantee
- Provided always that regular maintenance has been carried out with non-aggressive cleansing agents in accordance with the routine operations and maintenance cleaning instructions (please refer to relevant system O&M guide - available from CDW Systems Limited on request).
4. Glazing: The Goods are supplied unglazed unless otherwise stated; all products should be glazed to comply with the requirements of BS 6262 for thickness and type. Any guarantee term is conditional on this being complied with.
 5. Hardware:
 - Window and door hardware i.e. hinges, handles etc. is guaranteed by the manufacturers for 12 months for the following products on the following basis:
 - Assa Abloy (Adams Rite) hardware is guaranteed for 12 months i.e. concealed overhead door closers, hook locks, 4710/50 latch locks, 940/960 exit devices, electric strikes, paddle handles and 4568 lever handles.
 - Axim hardware is guaranteed for 12 months i.e. 8800/1500 door closers, letter plates, flush bolts, 7085/95 panic exit devices.
 - Dorma hardware has 12 months guarantee i.e. door closers and LM pivot hinges
 7. The guarantees above shall not apply if:
 - 7.1 The product was not correctly fitted, adjusted and operated.
 - 7.2 The product was subjected to extreme weather, damage on installation or by third parties, stresses and operating forces beyond recommended levels or to any form of abuse.
 - 7.3 The product was not correctly maintained, cleaned and lubricated at least twice a year.
 - 7.4 Corrosion is caused by exposure to salt spray or other pollutants
 8. This guarantee shall apply only to defects appearing within the periods set out above from the date of manufacture provided that the Supplier is promptly notified in writing of such defects within those defined periods
 9. The sole and exclusive remedy with respect to the above guarantee or with respect to any other claim relating to defects or any other condition arising from the use of the products supplied by the Supplier, however caused, is limited to repair or replacement of such products at the Supplier's option. Any damage or failures of the Goods caused by fair wear and tear is expressly excluded from this guarantee.