

*Please read our terms and conditions fully before signing your purchase order  
(This is a three page document) Thank you.*

### **Terms and Conditions of Sale**

These conditions of sale apply to all quotations issued by TPS Gates & Doors LTD – hereinafter referred to as “The Company” – and apply to all Orders or Contracts accepted by the company. You/The Customer means the customer named in the quotation issued by the Company. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

**VALIDITY:** The period for which all Quotations issued by The Company shall be valid is 7 days from the date of issue, unless such period is expressly modified in the Quotation.

**SPECIFICATIONS** Any samples, drawings, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company’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. All technical or other information issued by the Company is so issued in good faith, without liability for errors or omissions and without liability in respect of information supplied by others.

**INSTALLATION AND COMMISSIONING:** Our quotation assumes uninterrupted access to complete all works, including groundworks. Unless advised by the Customer and costed within our quotation groundworks assume no unexpected below ground hazards including but not limited to water and electricity cables and pipes, sewerage or drainage works or below ground rock formation.

For works being installed in or attached to, or included in any building, our surveyor can only quote for costs associated with conditions visible at the time of survey. In the event of unforeseen difficulties in attaching or installing our goods, or completing groundworks only discoverable once work has commenced, we reserve the right to amend our quotation to include the cost of any remedial work and any losses due to downtime resulting from our inability to complete the work within the time originally allowed. Wherever possible any additional costs will be agreed with the customer before proceeding.

The Company requires clear access to, on and around the delivery site at all times, suitable for heavy transport vehicles with or without equipment, without notification to the Customer to enable the goods to be delivered in one visit; a level site cleared of all obstructions including overhead cables; suitable hard standing to support delivery vehicles and erect equipment; an adequate and safe supply of power and electricity; welfare facilities; suitable safe and secure covered storage for materials and goods delivered in advance; In the event that unexpected hazards are discovered or uninterrupted access to the site is not possible the Company reserves the right to make an appropriate adjustment to the quoted price to accommodate any extra work involved.

If you fail to take delivery, accept or collect the goods within the agreed time, in our discretion, we may make an additional charge, invoice you for the goods, or treat the Contract as repudiated and, in any case, recover our losses from you.

If the goods are to be deposited other than on your premises, you shall be responsible for compliance with all regulations, and for all steps which need to be taken for the protection at all times of persons or property.

By your inviting our delivery/installation staff and our vehicle on to your property you are accepting the risk attached with doing this. Your delivery may be made by a commercial goods vehicle or a TPS-owned vehicle, and any consequential damage caused by the use of these vehicles is accepted at your own risk. This can include, but is not limited to, tyre / scuff marks on the driveway, oil / fuel leakages or spills, damaged vegetation, tyre ruts on soft ground etc. Our drivers will try to minimise the impact their vehicle has on your property, but any vehicle may leave some form of footprint behind and you accept this entirely at your own risk. We have the right to refuse delivery if we feel it is unsafe, unlawful, or likely to cause unacceptable damage to either your property or our vehicle. If you have any concerns about a commercial vehicle accessing your property, including if the delivery area is an area with restricted access, please discuss this with our transport manager prior to delivery.

If you collect goods from us, you are solely responsible for the size, weight and positioning of the load on the vehicle and shall indemnify us in respect of all costs, claims, losses or expenses we may incur as a result of your collection of the goods.

**GUARANTEES & WARRANTIES:** All goods supplied and work done by The Company shall be of satisfactory quality and suitable for operation in the manner intended by The Company as expressed in the Company’s Quotation or order acceptance for a period of [12] months from the date of delivery. However, The Company shall in no way be liable for the consequences of use or non-use of the equipment or services supplied. In the event of there being any defect in the Company’s materials or workmanship under normal operation of the equipment, the Company reserves the right to visit site and rectify at the Company’s own expense; if such defect does not relate to the Company’s materials or workmanship, the cost of the visit shall be paid for by the customer. In the event of any defect appearing in The Company’s materials or workmanship, The Company will replace free of charge any defective component, or make good defective workmanship provided the Purchaser notifies The Company, and gives full access to the equipment within TWELVE months of the date on which the goods were dispatched by The Company, but after that period a charge will be made by The Company. All guarantees & warranties will be considered void, if the product has been tampered with, not regularly serviced and looked after or if a third party company has carried out any work to the product or due to a defect arising as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions. In this case a call out or repair fee will be chargeable.

**LIABILITY.** The following types of loss are wholly excluded by the Company: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; indirect or consequential loss. Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence.

**TAKING OVER** of the equipment shall be upon completion of Commissioning and the receipt by the Company of payment in full.

**COMMISSIONING CERTIFICATES:** These are not normally issued, unless specifically included in the Company's Quotation

**TIMBER DISCOLOURATION:** If your gate(s) are timber, over time, the colour of your gate will change, this is due to exposure to weather. We cannot be held responsible for any discolouration whatsoever, as this is not under our control as they are natural causes. Over time, mould may begin to appear as exposure to UV light breaks down the lignin in the wood to simple sugars which act as a food source for mould which appears as a dark, blotchy colour. To prevent mould from appearing the gate needs to be cleaned regularly, especially in damp weather throughout the winter season. Provided gates are cleaned and maintained, any discolouration that does occur will not affect the timber internally and causes no long-term damage.

**CIVIL WORKS, FOUNDATIONS & DUCTING OF POWER & CONTROL CABLES** are, unless specified otherwise in the quotation, normally carried out by the Customer to information supplied by the Company, but all or part(s) of this work can be carried out by the Company by prior arrangement, confirmed in writing.

**TIME FOR COMPLETION** shall be the despatch (see clause above) and the Installation and Commissioning period, as estimated in the Company's quotation. Due to the wide variety of circumstances encountered on different sites, the latter period is in no way guaranteed, but installation and commissioning work will be carried out promptly and effectively once access to site is granted.

**DESPATCH PERIOD(S):** Mentioned in the Company's Quotation(s) or letter(s) of acceptance are estimates only, made in good faith, and are based on the Company having full and sufficient information to enable the Company to proceed on an uninterrupted basis. In the event of anything happening beyond the reasonable control of the Company to interrupt such period including inclement weather, a revised despatch period shall be agreed by the Company with the Purchaser without penalty to the Company. **DELIVERY TO SITE AND OFFLOADING WILL ONLY BE CARRIED OUT BY OR ON** behalf of the Company to the extent specified in the Company's Quotation, based on the Customer providing to the Company full information as to site location and/or despatch address at the time of issue of an Order or Contract.

**ALTERATIONS:** To an Order or Contract will only be put into effect when revised price(s), despatch period(s) etc, have been agreed.

**CANCELLATION:** Of an Order or Contract that has been accepted will only be put into effect if the Customer agrees to pay the full amount(s) notified by The Company in respect of value of materials and labour committed, together with a reasonable amount towards overheads, loss of profit(s) and cost of disturbance of the Company's manufacturing programme.

**DEPOSITS:** Deposit payments will be required by The Company for all items as described in the quotation or below:

**Bespoke manufacturing:** All equipment that is designed or manufactured to fit the specific requirement of the customer. Any equipment ordered by The Company from another company to specifically fulfil the contract for the customer. Deposit amount to be agreed and paid in full prior to the commencement of bespoke manufacturing or buying in of such goods.

**New Goods** A deposit payment will also be required for new goods supplied net cash (including V.A.T. where applicable) within 28 days of delivery – unless specifically agreed otherwise by the Company in writing in special cases.

**Risk:** Risk in the goods shall pass to you when the goods are delivered

**Title** Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due in which case title to the Goods shall pass at the time of payment of all such sums. In the event of you obtaining possession of the goods prior to making payment for them you will, until the date of payment, if we so require, keep the goods stored separately. At any time before title to the Goods passes to the customer, the Company may require the Customer to deliver up all Goods in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

**TERMS OF PAYMENT:** For goods supplied, installed and commissioned, unless other credit terms have been agreed by the Company, all accounts and balances are due for payment immediately on completion of work without any retention. We will accept payment of accounts by credit card, bank transfer or cheque.

Credit facilities may be withdrawn or reduced at any time at our sole discretion.

Even if we have previously agreed to give you credit, we reserve the right to refuse to execute any order or Contract if the arrangements for payment or your credit rating is not satisfactory to us. In our discretion we may require security satisfaction to us or payment for each consignment when it is available and before it is despatched in which case delivery will not be effected until we are in receipt of security or cleared funds as requested by us.

You may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have, for any reason whatsoever.

We shall be entitled at all times to set off any debt or claim of whatever nature which we may have against you against any sums due from us to you.

The Company reserves the right to apply statutory interest in accordance with Late Payment of Commercial Debts (Interest) Act 1998 to any payment received later than the terms specified above.

**Photographs and Social Media:** The Company may take photographs of any completed installations and repairs carried out at the Customer's property. These photos are taken with your privacy in mind and we will not include house numbers, names or vehicle registrations. We may on occasion include some of our work on social media such as Facebook, Twitter and the Company website,



for marketing purposes. If you do not wish The Company to use photographs of your installation, then please advise us of this immediately.

**General** We may assign novate, or subcontract all or part of this contract and you shall be deemed to consent to any novation. This Contract is personal to you and it may not be assigned by you.

**ARBITRATION:** In the event of any dispute arising as to the interpretation of these Conditions and the conduct of the parties hereto, at the Company's discretion, the matter(s) shall be referred to arbitration, in accordance with the Arbitration Act 1960, and subsequent legislation and application thereof.

**INTERPRETATION:** Of these Conditions and the Contract is in accordance with the English Law – whatever the ultimate destination of the goods.

Signed on behalf of Customer

Company Name .....

Customer Name .....

Signature .....

Print Name .....

Date .....