

TERMS & CONDITIONS

1. GENERAL

- 11 All sales contracts of SWR Ltd. (herein referred to as "the Seller") shall be deemed to incorporate these conditions except in so far as these conditions are varied by any special conditions agreed in writing between the parties. Any terms and conditions in the purchase order which are inconsistent with these conditions shall have no effect.

2. CATALOGUES

- 21 Catalogues, price lists and any advertising matter published by the Seller are intended only to give an indication of the general nature of the goods available and nothing contained in any such catalogue, list or other matter shall be or be deemed to be a representation by the Seller or a condition or warranty affecting any goods sold.

3. PRICES

- 31 Unless otherwise expressly stated all quotations shall be valid for a fixed period of 30 days only.
32 Unless otherwise expressly agreed in writing the price payable for all goods supplied by the Seller shall be the price ruling at the date of despatch plus value added tax thereon at the rate ruling at the date of despatch. All prices are subject to change.

4. PAYMENT

- 41 All goods shall be paid for in full by the Purchaser to the Seller at the time of ordering, by cash, cheque, credit card or finance.
42 Where account facilities apply, having been expressly agreed in writing by the Seller, the price shall be paid in full by the Purchaser to the Seller within 30 days of the date of the invoice.
43 For all installation products and services purchased a deposit (shown overleaf) is required. This is payable on order confirmation. The balance is payable after the products have been delivered. If the seller is responsible for installation, this balance will be payable at the time of the agreed install date, unless a finance agreement is in place.
44 The Seller reserves the right to charge interest at a rate 2 - 3% above the Bank of England base rate from the date when the price falls due for payment until the date on which such payments are actually received by the Seller, and in the case of any default in payment the Purchaser shall give the Seller every assistance in the repossession of the goods in respect of which payment has not been made.

5. DOOR STEP SELLING - COOLING OFF PERIOD

- 51 For orders signed away from the sellers normal premises (i.e. orders placed at your home, place of work or other third party premises) under the doorstep selling regulations act you are entitled to a statutory 14 working days cooling off period - beginning from the date you place your order. Certain goods are exempt from this cooling off period, for example a special order or goods which are personalised or made to a personal specification
52 You must inform us in writing during the cooling off period that you are cancelling the order by sending the below notice of cancellation to SWR Ltd. See point 13 below.
53 If you have not received the goods at the time of cancellation of the contract and we have not processed the goods for delivery, we will refund to you all the monies paid by you for the goods in question in the same form of payment originally used for the purchase as soon as possible and in any event within 30 days of your cancellation being accepted.
54 If applicable any related credit agreements will automatically be cancelled if the order is cancelled within the cooling off period mentioned in point 5.1.
55 If goods have already been delivered at the time of cancellation, they must be returned to us in resaleable condition, with the costs covered by the customer.
56 If you do not return the goods to us we shall be entitled to deduct the direct costs of recovering the goods from the amount to be refunded to you.

6. TRANSFER OF TITLE

- 61 Title to goods shall only pass to the Purchaser from the date of payment in full of all sums payable to the Seller under the contract by which those goods were supplied or any other contract. Until such time, goods remain the absolute property of the Seller and the Purchaser shall keep them insured to their full invoice value. Such goods shall be stored in such a way that they are readily identifiable and the Seller shall be entitled to repossess such goods at its entire discretion and at any time prior to payment in full therefore. Such repossession shall not affect in any way the continued existence of any contract between the parties. If goods in which title has not passed to the Purchaser are subjected to any process, addition or treatment, the property in the goods so processed, added to or treated, shall be vested in the Seller until title has passed.
62 All goods sold by the Purchaser to third parties before title has passed to the Purchaser, shall be sold as agent for the Seller and all proceeds received from such sales shall be held by the Purchaser in trust for the Seller, until payment in full of all amounts outstanding has been received by the Seller.
63 Not with standing that property in any goods has not passed to the Purchaser, the Seller shall be entitled to sue the Purchaser for the price of such goods if not paid on the due date.

7. DELIVERY

- 71 Any time for the delivery stated by the Seller will be an estimate only on the likely time required to effect delivery from the date of receipt by the Seller of full and final instructions. The Seller will make every reasonable effort to comply with such estimate but the Purchaser shall have no right to damages or to cancel any contract with the Seller by reason only of failure on the part of the Seller to meet any stated delivery time.
72 The Seller will endeavor to comply with reasonable requests by the Purchaser for postponement of any stated delivery date but shall be under no enforceable obligation to do so. In the event of any such postponement at the request of the Purchaser, the Purchaser shall pay to the Seller on demand all costs and expenses thereby incurred including a reasonable charge for storage thereby occasioned.
73 When the goods are sold "carriage paid" by the Seller, delivery shall be deemed to take place at the moment the goods are lifted from the delivery vehicle and thereafter the goods shall be at the risk of the Purchaser in all respects.

8. DAMAGE IN TRANSIT

- 8.1 Damaged parcels need to be rejected at point of delivery with the courier being notified of the damage. This ensures that you don't accept responsibility for any damage that occurred during transit and can help in filing a claim with the sender or courier company for a replacement or refund.
- 8.2 No claim for goods damaged or lost in transit will be accepted by the Seller unless written notification of such damage or loss is given to the Seller as soon as reasonably practicable on receipt of the goods by the Purchaser and all damaged goods are retained by the Purchaser pending inspection by the Seller and carrier.

9. LIABILITY

- 9.1 If any defect in workmanship or materials shall manifest itself in any goods supplied by the Seller within 12 months of the date of delivery thereof provided always that the goods shall have been found not to be to specification the Seller shall have the right at its sole discretion to replace free of cost to the Purchaser (other than the cost of carriage) any such goods or parts thereof and the Purchaser shall be obliged to accept such replacement in full satisfaction of its claim and shall also return to the Seller at the expense of the Purchaser the goods originally delivered or such defective part thereof as may have been replaced. If the Seller shall fail to replace such goods or parts thereof any amount recoverable by way of damages from the Seller by the Purchaser shall be limited to the difference between the value of the goods at the time of the delivery to the Purchaser and no claim whatever by the Purchaser shall entitle the Purchaser to withhold payment of the price of any goods or to any right of set-off against any payment due to the Seller under any contract made by the Seller and the Purchaser, nor will any claim made by the Purchaser entitle the Purchaser to reject any goods supplied and treat the contract as repudiated and any remedy of the Purchaser shall be in damages only as hereinafter provided.
- 9.2 If any defect in workmanship or installation by the seller manifest itself within 24 months of the date of installation works will be carried out to remediate/repair of said workmanship. In the event that repair, or remediation cannot be completed the Purchaser would be entitled to a full refund of the installation cost. The Purchaser shall be obliged to allow the seller all reasonable opportunities to offer a satisfactory resolution/repair.
- 9.3 Given the multitude of legislations, we cannot accept liability for the compliance of our products to local building regulations. We therefore would like to draw your attention to the fact that it is always the customer's responsibility for observing the existing legal regulations and advice should be sort from your local planning office.

10. FORCE MAJEURE

- 10.1 In the event of any act of God, outbreak of war either general or local, riot or other civil commotion, strike lock-out or act or decree of any government or any other matter or thing beyond reasonable control of the Seller, the Seller:
- 10.2 Shall not be liable for any injury or damage of any kind thereby caused or resulting therefrom; and
- 10.3 May at the sole discretion of the Seller withdraw wholly or in part from the contract without any liability whatsoever. The construction validity and performance of this contract shall be governed by the laws of England and all disputes which may arise under out of or in connection with or in relation to this contract shall be subject to the jurisdiction of the courts of England.

11. GLASS - BALUSTRADE CUSTOMERS ONLY

- 11.1 All glass is provided by a third party supplier of SWR.
- 11.2 Glass prices are subject to current market conditions.
- 11.3 For projects in which SWR have performed no installation services then final glass dimensions are the full responsibility of the customer.
- 11.4 Glass deliveries can be subject to a minimum order charge and delivery charges.
- 11.5 Upon delivery of glass, the glass shall be off-boarded from the vehicle to the nearest available location. Any further movement of the glass remains the customers responsibly.
- 11.6 As per BS EN 14179-1:2016, Clause 8.1 & BS EN 12543, All glass is subject to a +/- 0.2mm tolerance per individual panel of glass. Please refer to the tolerance chart for more information.

12. COMPLAINTS

- 12.1 We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied. To ensure we are able to put things rights as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction. As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards. In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact us on 0117 981 2929 or via their website whichtrusted traders partnership.

13. NOTICE OF CANCELLATION -

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

Send to: SWR Ltd, 2 - 4 Eastman way, Hemel Hempstead, Hertfordshire, HP2 7DU, United Kingdom or email accounts@swrgroup.com

Name & Address _____

Signed _____

Date _____