

TERMS AND CONDITIONS of Crystal Doors, a trading division of Righthouse Limited (“Conditions”)

1. Definitions

1.1 In these Conditions, unless the context requires otherwise:

‘Buyer’ means the person who enters into a Contract with the Seller under these Conditions;

‘Contract’ means a contract entered into between the Seller and the Buyer in accordance with these Conditions and includes these Conditions and any special terms and conditions agreed in writing by the parties in accordance with these Conditions;

‘Delivery Date’ means the date specified by the Seller when the Goods are to be delivered (subject to change);

‘Goods’ means those products which the Seller agrees to sell to the Buyer under the Contract in accordance with these Conditions;

‘Order’ means a verbal or written order received by the Seller from the Buyer to supply goods

‘Price’ means the price for the Goods as set out in the Quotation as may be amended in accordance with clause 3.1 plus any other amounts payable under these Conditions;

‘Quotation’ means a quotation provided by the Seller to the Buyer; and

‘Seller’ means Crystal Doors a trading division of Righthouse Limited (company registration number 2962055)

1.2 The headings in these Conditions are for convenience only and shall not affect their meaning

2. Conditions applicable

- 2.1 These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Buyer to the exclusion of any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All descriptions and particulars furnished in price lists, catalogues and other promotional documents issued by the Seller are for information purposes only and although every effort is made to ensure their accuracy such documents are not intended to be legally binding.
- 2.3 All Orders for goods shall be deemed to be an offer by the Buyer to purchase goods pursuant to these Conditions.
- 2.4 It is the Buyer's responsibility to ensure that, where the Buyer confirms a telephone order by email or such other written form, it is clearly marked as being confirmation of such telephone order. In the event that the Buyer fails to comply with this clause 2.4, the Seller (acting in good faith) shall be entitled to assume that such document is a further order made by the Buyer and such order shall be deemed to be an Order made pursuant to these Conditions
- 2.5 No Order made by the Buyer shall be deemed accepted by the Seller until confirmed in writing by the Seller and the payment is made by the buyer.
- 2.6 The quantity, quality and description of the Goods shall be those set out in the Seller's Quotation and the Buyer shall be responsible for ensuring the accuracy of the Goods as set out in the Quotation before making an Order. For the avoidance of doubt any changes required by the Buyer to the quantity, quality and description of the Goods as set out in a Quotation may result in a change to the Price.
- 2.7 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.8 No Order which has been accepted by the Seller may be changed or cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3. Price and payment

- 3.1 The Price of the Goods shall be the Seller's quoted price set out in the Quotation subject to alterations notified by the Seller at any time as may be necessary as a result of statutory obligation, any increases in the cost of production, or any cause beyond the control of the Seller
- 3.2 Unless otherwise stated, the Price set out in the Quotation is exclusive of all delivery costs, which if required will carry an additional charge payable by the Buyer
- 3.3 Where delivery is stated to be included in the Price:
- (a) For Goods quoted under £1,000 (excluding VAT) standard charge to a business address starts from £40 (plus VAT); and
 - (b) For all deliveries to residential sites, A £25 (plus VAT) delivery charge will be payable by the Buyer in each case
- 3.4 The Price of the Goods is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.5 In respect of the first Order made by the Buyer, payment needs to be made in full at the time of placing the Order. In respect of all subsequent Orders made by the Buyer payment of the Price and VAT shall be due within 30 days of the date of the invoice, if a monthly account has been agreed and opened, notwithstanding that delivery may not have taken place and the property in the Goods may not have passed to the Buyer. Time for payment shall be of the essence.
- 3.6 If the Buyer fails to make any payment by the due date then, without prejudice to any other right or remedy available to the Seller:
- 3.6.1 The Seller shall be entitled to:
- (a) Cancel the Contract or suspend any further deliveries to the Buyer;

(b) Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

(c) charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 4% per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and.

3.6.2 All monies owing to the Seller by the Buyer for the Goods or any other goods provided to the Buyer under any other contract shall become immediately payable.

4. Warranties and liability

4.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of six years from delivery.

4.2 The above warranty is given by the Seller subject to the following conditions:

4.2.1 The Seller shall not be responsible to the Buyer in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

4.2.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage and/or negligence of the Buyer, abnormal usage conditions, and failure to follow the Seller's cleaning instructions, misuse or alteration or repair of the Goods without the Seller's approval

4.3 For the avoidance of doubt, the Goods are produced to withstand the rigours of domestic use and therefore any commercial use would be deemed to be abnormal usage

4.4 The Buyer shall ensure that the Seller's cleaning instructions are provided to the end-user, and shall indemnify and hold harmless the Seller against any claims brought or threatened by any third party and any costs and expenses (including without limitation any legal

- expenses) whatsoever arising as a result of the Buyer's failure to supply such cleaning instructions to such end-user. Buyer can request a copy of the instruction to be emailed to them.
- 4.5 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Sale and Supply of Goods to Consumer Regulations 2002) all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 4.6 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification at the time of delivery shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 14 days from the date of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall be deemed to have accepted the Goods as conforming in all respects with the Contract, and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.
- 4.6.1. Any claims need to be made in writing, photographic evidence of the defected goods need to be provided and the defected item needs to be returned to the Seller for further investigation. Any claims made without adequate evidence will be rejected and Seller is not liable for any loss.
- 4.7 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet the specification is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace the Goods (or the part in question) free of charge, but the Seller shall have no further liability to the Buyer.
- 4.8 The Buyer acknowledges and accepts that replacement or additional Goods ordered may have slight but noticeable variations of colour or pattern from the original supply as a result of manufacture from different batches of raw material.
- 4.9 Except in respect of death or personal injury caused by the Seller's negligence:

- 4.9.1 the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions; and
- 4.9.2 The Seller's total liability to the Buyer in contract or tort under the Contract shall be limited to the Price of the specific order.
- 4.10 The Seller shall not be liable to the Buyer or by reason of any delay in performing, or any failure to perform any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control.
- 4.10.1 Act of God, explosion, flood, tempest, fire or accident;
- 4.10.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 4.10.3 Acts, restrictions, regulation, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 4.10.4 Import or export regulations or embargoes;
- 4.10.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 4.10.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 4.10.7 Power failure or breakdown in machinery.

5. Delivery of the Goods

- 5.1 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.
- 5.2 The Seller shall not be liable to the Buyer for late delivery or short delivery of Goods.
- 5.3 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instruction at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 5.3.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of the storage; or
- 5.3.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price under the Contract or charge the Buyer for any shortfall below the Price under the Contract.

6. Title and risk

- 6.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery. If the Buyer is to collect the Goods the risk of damage shall pass to the Buyer when the Seller notifies the Buyer that the Goods are ready for collection.
- 6.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7. Retention of Title

- 7.1 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and Bailee, and shall keep the Goods (at no cost to the Seller) separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 7.2 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.3 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 7.4 If, before they are paid for in full any of the Goods undergo processing and/or are mixed with any other materials the property (but not the risk) in the processed products shall pass to the Seller at the moment of such processing and will remain the property of the Seller and the Buyer will hold the processed products (stored according to Clause 7.1) and any amount arising from any sale of the processed products on behalf of the Seller.
- 7.5 Proceeds of any sale will be held on trust by the Buyer and applied in paying to the Seller the price of the Goods on demand or at the due time for payment whichever is the earliest and the balance, if any, will belong to the Buyer.
- 7.6 In addition, the Seller shall be entitled to make a claim directly against any firm or company to whom the Buyer has agreed to sell any of the Goods for any monies unpaid by such firm or company provided that the Seller shall return to the Buyer any monies recovered in

excess of the amount then owed by the Buyer to the Seller, together with costs and expenses involved in making such a claim.

8. Default of the Buyer

- 8.1 All sums outstanding in respect of the Goods shall become immediately payable if:
- 8.1.1 The Buyer fails to make payment for the Goods in accordance with these Conditions;
or
 - 8.1.2 Commits any other breach of these Conditions; or
 - 8.1.3 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - 8.1.4 An encumbrancer takes possession, or a receiver, administrator, administrative receiver or manager is appointed, over the whole or any part of the property or assets of the Buyer; or
 - 8.1.5 The Buyer ceases, or threatens to cease, to carry on business; or
 - 8.1.6 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 8.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 8.2.1 Cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer; and
 - 8.2.3 Exercise any of its rights pursuant to clause 7 of these Conditions.

9. Miscellaneous

- 9.1 The Contract is between the Seller and the Buyer as principles and shall not be assignable by the Buyer without the express written consent of the Seller.
- 9.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 9.3 No waiver by the Seller of any breach of these Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 9.5 Unless otherwise stated, nothing in the Contract shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999.
- 9.6 All Contracts shall be governed by the laws of England and shall be subject to the exclusive Jurisdiction of the Courts of England and Wales

10. Data Protection

- 10.1 Crystal Doors holds your data on a password protected site. When you agree to these terms and conditions, you agree to allowing Crystal Doors to use your information to contact you in regards to your orders
- 10.2 Crystal Doors may use your information to contact you about new products that relate to you and your company. You have the right to opt out and unsubscribe to this correspondence.

I agree that the above terms and conditions will apply to any Contracts entered into by me/my firm/my company (as the Buyer) with Crystal Doors a trading division of Righthouse Limited

Print name:

Position Held:

Organisation Name:

Signed:

Date:
