

**By conducting business with the Shopfront Group Ltd you agree to the Terms & Conditions laid out below which are available to view on our websites or in writing if requested.**

**This is not an exhaustive list and maybe added to or amended at any time.**

### **1). In General**

In these Terms & Conditions of Sale 'us', 'our' and 'The Seller' means the Shopfront Group Ltd (or any subsidiary/sister company including, but not limited to, Shopfront Group Ltd, SFG (NW) Ltd, Rollershutter Co, SFG Glass Ltd, SFG Maintain Ltd and Creative Glass and Aluminium Ltd.)

'Your', 'you' and 'The Buyer' means the person, or, if you are a partnership any/all of the partners, firm or company with whom we contract.

These Terms & Conditions of Sale apply to and govern any contract between ourselves to the exclusion of any other conditions contained on, or in any letter, order form, receipt or similar document originating from you. No variation of these Terms & Conditions of Sale shall be effective unless agreed by us in writing.

An order by you in terms inconsistent with these Terms & Conditions of Sale shall not form part of the contract.

### **2). Prices**

All prices are subject to change without notice in the event of changes in the cost of material, labour, specifications, quantities, delivery schedules, other factors beyond our control or in the event of delays caused by your instructions or your failure to provide adequate information.

Prices quoted do not include taxes, including but not limited to value added tax (VAT).

### **3). Payment**

Payment for the goods or services will be due in pounds sterling.

Payment is due on placement of order for non-account customers or in accordance with the terms offered.

Payment for account customers' will be strictly 28 days from end of invoice month.

You shall be liable to pay interest on the amount due, calculated on a daily basis from the due date until the actual date of payment at 3% above the base rate of the Bank of England.

If you pay any amount to us without apportionment between specific debts or liabilities, it shall be apportioned as we think fit.

### **4). Retention of Title**

Possession of the goods shall not pass to the buyer until both the purchase price of the goods has been paid in full and payment has been made to the Seller of any sum which is at the date of the contract or thereafter may become due from the Buyer to the Seller.

Until property (possession) in the goods has been passed from the Seller to the Buyer then the buyer will hold the goods or their proceeds of resale in a fiduciary capacity. Although the ownership of the goods remains with the Seller until goods are paid for in full, the Buyer will accept the risk in the goods and insure them to their full value.

The Buyer will keep the goods separately identifiable and grants an irrevocable licence to the Seller to enter on to the Buyer's premises or other site where the goods are stored with agents and vehicles if appropriate to recover the Seller's property.

**5). Debt Recovery Fee.**

The Seller shall be able to charge a debt recovery fee, re-imburement and an interest charge of 8% over the Bank of England base rate for commercial debt and 8% flat rate under the County Court act against personal debt.

**6). Illustrations, Dimensions and Drawings.**

All descriptions, drawings, samples and other information contained in brochures, catalogues, price lists, advertising matter, marketing materials, websites and other trade literature are approximate and only intended to indicate the general character of the goods.

The dimensions of goods are subject to manufacturing tolerances customary within the trade.

Dimensions contained in quotations, acknowledgements or orders or catalogues, price lists, advertising matter, marketing materials and other trade literature are therefore approximate only.

**7). Substituted Goods.**

We reserve the right to substitute goods, which are similar to the goods ordered by you, provided that such substituted goods are no less suitable for the purpose for which they are generally used than the goods ordered by you.

**8). Cancellation.**

You shall not cancel the contract without consent, which if given, shall be deemed to be on the express condition that you shall indemnify us against all loss, damage, claims, expenses and actions arising out of such cancellation unless otherwise agreed in writing.

**9). Delivery and Carriage of Goods.**

Any indication by The Seller on a quotation or otherwise of a time for delivery is not guaranteed and no liability shall be accepted by the Seller for late delivery. Unless otherwise stated on a quotation or acceptance of order, carriage shall be charged in addition to prices quoted or invoiced. Insurance during carriage shall be as affected between Buyer and Seller. In the absence of any agreement then insurance of the goods shall be the responsibility of the Buyer.

**10). Defective Goods.**

Within 12-months of the date of purchase or completion of the installation, the Seller shall replace free of charge any goods which are defective subject the Buyer notifying the Seller within 14-days of discovering the defect and subject to the goods not having been improperly installed by others, subjected to misuse or any form of unauthorised repair.

The Seller shall not be responsible for any consequential costs incurred by the Buyer as a result of any defective goods. The Seller's liability shall be strictly limited to the replacement of the defective goods or cost value of the goods subject to the aforementioned conditions. Nothing in these conditions will exclude the Seller's liability in respect of death or personal injury resulting from the negligence of the Seller or its employees or agents.

**11). Other Warranties.**

All articles covered by warranty i.e. factory sealed double glazed units are subject to terms and conditions laid down by the individual manufacturer's warranty whether supplied only or installed.

**12). Installations and Changes.**

You agree to allow our site surveyor, installer or other designated representative access to the installation address at reasonable times so that we may undertake a detailed survey report if required.

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You will also similarly allow access for the purpose of installation.

Any protective tape left on the aluminium frames, supplied by SFG (NW) Ltd to be removed by others. All glazing supplied by SFG (NW) Ltd., to be cleaned by others.

Our prices are based on working within normal working hours. Please note our price doesn't include for any building or finishing off works. We do not included for any manifestation or graphics to be applied to any glazing supplied by SFG (NW) Ltd unless specifically agreed within the contract

All prices subject to VAT calculated at the current rate at date of invoice, payment terms are to be agreed prior to commencement of order, otherwise as aforementioned. Prices are subject to change following site visit to confirm measurements or should your specification be amended.

### **13). Governing Law.**

This contract shall be governed by and construed in accordance with the laws of England and Wales and both parties thereby agree to submit to the jurisdiction of the Courts.