

**Cobsen-Davies Daylight
Terms and Conditions**

1. GENERAL

- a. The acceptance of any quotation submitted by Cobsen-Davies Daylight (hereinafter called 'the Company') shall incorporate acceptance of these Terms and Conditions and of any Special Conditions specified by the Quotation. Any Condition proposed by the customer shall, except in so far as they confirm these Terms and Conditions, be expressly excluded.
- b. All quotations are subject to acceptance by the Company on receipt of the customer's order and no contract shall be concluded until confirmation of acceptance is given or the customer's order is otherwise accepted by the Company.
- c. Commencement of any work or of any deliveries pursuant to this quotation shall in the absence of a written acceptance by the customer be deemed an unconditional acceptance by the customer of these Conditions and by the Company of the customer's order.

2. PRICES.

- a. Prices quoted are the prices ruling at the date of quotation. The Company reserves the right to vary the quoted prices and to invoice the customer at the price ruling at either the date of delivery of materials or at the date of commencement of any work pursuant to this quotation, whether such materials are of the Company or other manufacturer.
- b. Even in the case of a fixed price contract the Company reserves the right to vary prices if between the dates of quotation and delivery or the commencement of work there is any variation of the order or the Company has had to delay or suspend work on the order due to either customer instructions or lack of customer instructions or lack of customer information or delay or failure of the customer to provide free issue material.
- c. The customer shall accept the variation orders placed by his employees or agents and shall accept the resultant charges of the Company therefore.

3. PAYMENT.

- a. Unless otherwise agreed all accounts shall be paid without retention within 30 days of the date of the invoice whether the work is to be done to the satisfaction of third parties or otherwise but the Company's right to demand payment at any time is reserved. New accounts are subject to trade references and/or cash with order.
- b. VALUE ADDED TAX. The quotation sum or rates shall be increased by the gross amount of Value Added Tax chargeable thereon at the appropriate rate for the time being in force at the time of delivery and/or execution or works.
- c. INTEREST. The customer hereby acknowledges and accepts that the Company shall be entitled to charge interest at the rate of one per centum per month on all sums due and owing by the customer such interest to be chargeable with effect from the thirty-first day after the date of the invoice.

4. DELIVERY

- a. Times quoted for delivery are treated as estimates only. The Company will make all reasonable endeavours to deliver on time but will not be responsible for any loss or damage caused to the Customer by late delivery.
- b. Products will be delivered to the Customer at the Company's address. The risk in the Products shall pass to the Customer upon such delivery taking place. The Company will arrange for transport of products to the Customer's address.
- c. The cost of carriage and insurance will be paid by the Customer and will be due on the date for payment of the price of Products. The carrier shall be deemed to be the Customer's agent.
- d. No claim for damaged Products or for shortages or for non-delivery will be accepted by the Company unless written notice of such damage or shortage is received by the Company within 7 days of receipt of the Products by the Customer or within 7 days of the defect being discovered where the defect could not reasonably have been discovered earlier or (in the case of non-delivery) within 7 days from the date on which the Products could normally have been expected to be received by the Customer.
- e. The Customer shall not accept delivery of the Products if there is any damage to the external packaging. The Customer shall instead reject the Products with the carrier and notify the Company immediately of rejection together with details of the damage. If the Customer fails to do this he is deemed to have accepted the Products.
- f. If the Customer is a consumer he may at his cost within 7 working days of delivery return the Products to the Company in perfect condition for a full refund of the price paid, less any charge for packing and delivery.

5. RETURNS

- a. The Company will only accept returns in the event of timely notification under the provisions of clause 4 above and with the prior agreement of the Company, which will only normally be granted in the event that the Products are damaged or defective. If the Company agrees to accept Products which are in accordance with the contract for return, the Customer shall be liable to pay a handling charge of 20% of the invoice price. Products must be returned by the Customer carriage paid to the Company.
- b. All products must be checked prior to fitting for damage. The company will not accept damage returns that have in anyway been installed or part installed.
- c. Products returned without the prior written approval of the Company may at the Company's absolute discretion be returned to the Customer or stored at the Customer's cost without prejudice to any rights or remedies that the Company may have.
- d. Notwithstanding the provisions of this clause 5, any Customer who is a consumer is entitled to reject Products in accordance with clause 4 (F) above.

6. CANCELLATION. The customer may not cancel any order accepted by the Company.

7. RETENTION OF TITLE.

- a. Until payment in full has been made by the customer the Company reserves the legal right and beneficial ownership in the materials sold and delivered. The customer is expressly prohibited from creating any charge mortgage lien or the like encumbrance adverse to the Company's title.
- b. Pending the ownership passing to the customer, the customer shall keep the materials complete in good condition, and in such manner that they can readily be identified as the property of the company. In the event of non-payment in accordance with these Terms and Conditions, the customer hereby authorises The Company to enter upon the customer's premises to remove the materials causing as little damage to the customer's premises as is reasonable in the circumstances.

8. NON-ACCEPTANCE

- a. Unless otherwise agreed, the Company will not accept return of materials directly supplied and delivered in accordance with order.

9. LAWS.

The customer shall ensure that the use to which the Company's materials are put does not contravene any Local or National Laws, by-laws or regulations or Planning Consents for the time being in force and will indemnify the Company against any such contravention.

10. CUSTOMER DESIGNS AND SPECIFICATION.

- a. Where materials (including second-hand materials) have been ordered, obtained or manufactured to the customer's own design or specification, the Company can accept no liability for any failure or defect in such materials except where such failure or defect arises directly as a result of the Company's failure to follow the design or specification.
- b. No warranty is given as to the fitness for any particular purpose of materials supplied to the customer's design or specification and the Company shall not be liable for any such materials that are faulty or defective.
- c. The customer shall indemnify the Company against all liabilities incurred as a result on any claim by any third party as a result of the Company following the designs or specifications provided by the customer.

11. FORCE MAJURE.

- a. Neither party shall be liable for breach of this agreement of performance thereof has been prevented hindered or delayed by strikes, lock-outs or any event or circumstances beyond the immediate control of the company including without prejudice to the generality of the foregoing riots civil commotion war national or international, emergency destruction or damage due to natural forces, fires, explosions and compliance with orders or requests of any national or Local Authority.

12. INSOLVENCY, DEFAULT, ETC.

- a. Notwithstanding any terms of payment previously agreed, the Company shall on receipt of any information indicating that the customer may be unable to pay his debts, be entitled to demand security prior to delivery either by payment in cash or by a bank guarantee or otherwise. In the event of the customer being unable to provide such security the Company shall be entitled to withdraw from the contract without liability.
- b. If the customer fails to observe these Terms and Conditions or if any distress or execution shall be levied upon the customer's property or assets, or if the customer shall make or offer any arrangement or composition with creditors or commit any act of bankruptcy or if any position or Receiving Order in Bankruptcy shall be presented or made against it, or if the customer is a Limited Company and any Resolution or Petition to windup the customer's Business (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a Receiver of the undertaking property or asset or any part thereof of the customer (being a Limited Company) is appointed THEN the company may without notice
 1. suspend or determine the contract or any unfulfilled part thereof,
 2. stop any materials or goods in transit, or
 3. recover any goods or materials from the customer's premises for which payment has not been made in full whether or not such payment is due.

13. SEVERENCE.

- a. These conditions shall apply so far as they shall be held to be lawful and enforceable.
- b. If any Condition or part of a Condition shall be held to be unlawful or unenforceable then these conditions shall be read and construed as if such Condition or part were omitted.

14. REPLACEMENT OF CONTRACTS.

- a. Where the contract requires the Company to remove existing materials and replace with new or second-hand materials the customer shall accept full responsibility, (including consequential loss) for any damage to the interior or structure or exterior of the building (including damage to the contents of the building), however caused and shall unless the Company shall otherwise agree in writing be responsible for removing the old materials from the site and shall accept full responsibility for any remedial work (including structural work) found to be necessary on removal which was not accounted for at the time of the quotation and for all consequences of failure to carry out such remedial work but in the event of doing so its proper charges shall be met by the customer.

15. WARRANTY /GUARANTEE

- a. The Company warrants that at the date of delivery the Products will comply with their published specification and will correspond with the description given by the Company. However, the Company reserves the right to discontinue any of the Products or to change specifications or designs of the Products at any time without notice and without incurring liability.
- b. The Company will repair or replace (at its sole option) Products (excluding electrical components) found by the Company to be faulty or defective within a period of 10 years from the date of sale, but strictly subject to such faulty Products being returned to the Company. Where Products are replaced the warranty period runs from date of sale of the original Products. Electrical components have a similar warranty, but only for a period of one year from the date of sale. These warranties are subject to the Customer completing and returning the Company's warranty card promptly after purchase. Statutory rights are not affected.
- c. To the extent permitted by law the Company disclaims all other warranties with regard to the Products either expressed or implied including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose or condition of the existing roof coverings unrelated to the installation.
- d. The installation guarantee offered by the company is for 10 years from date of installation. The company will not accept liability, where water ingress is the consequence of defective products or condition of the existing roof coverings unrelated to the installation.

16. PREPARATORY WORK BY THE CUSTOMER.

- a. The customer shall have all preparatory work ready in accordance with the Company's current requirements including work by other trades and the customer shall pay all reasonable charges for any extra journeys and/or work arising from the unreadiness of such preparatory work and shall be responsible for carrying out in a proper fashion any consequential work by other trades and shall indemnify the Company for any interruption caused by other trades in the progress of the work to be carried out by the Company.
- b. The Customer shall give proper notice in writing to the Company specifying when the work is to commence and completed and although The Company will make every endeavour to commence and complete work promptly, no liability for delay or for any consequential damage or loss arising therefrom is accepted.
- c. The customer shall accept liability for the safe custody of all materials stacked or stored on site and shall provide fix and maintain all the necessary and suitable ladders scaffolding hoists staging or means of access so that they shall also comply with the Law and safety practise and shall be responsible for the proper protection from the weather of all works in progress and shall ensure that the conditions of work comply with all statutory and other obligations for the time being in force and shall indemnify the Company against any liability arising out of any breach thereof.
- d. The customer shall supply a safe connection to a suitable electricity mains supply and supply and provide water when required adjacent to the works and shall supply all necessary cement sand battens nails soakers and saddles and supply and fix all necessary flashings secret gutters metal valleys or other metal work.

17. LIABILITY

The customer shall accept that the Company's liability for any installation defects is limited to those of its own workmanship which will be made good free of charge. No liability is accepted by the Company for hidden site defects or for consequential loss or damage of any nature whatsoever. The customer shall accept responsibility for and/or indemnify the Company and/or its employees sub-contractors and agents against any damage loss or injury suffered arising out of any accident by fire or otherwise on the site and against all claims in respect of injuries to such persons loss or damage to property or detrimental to user of the premises whether directly or indirectly attributable to the installation of the materials of the Company whether arising out of accident or negligence or any other cause. The customer shall effect insurance to cover such matters.

18. ACCESS

The customer shall grant the Company access to the premises at reasonable times for the purposes of taking measurements or of carrying out the works completed but not yet paid for.