



Oakridge Windows Plus Ltd.
Oakridge Nursery, Redricks Lane
Sawbridgeworth CM21-ORL HRTS
www.oakridgewindowsplus.co.uk
Office: 01279-641379

Terms & Conditions of Sale - Summary

We have designed our terms and conditions of sale to be fair to our customers the key points are:

1. We will manufacture to the agreed specification on the signed copy of the manufacturing order.
2. All products are custom made to the manufacturing order and all products are subject to our standard warranties of up to 10 years which does require some regular maintenance of your windows and doors to maintain the warranty cover.
3. Delay in approval of the manufacturing order and/or delay in payment may impact delivery.
4. Where the Company delivers the products the customer is responsible for providing the necessary labour and equipment to safely unload and stack the product.



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Terms & Conditions of Sale-Details

BASIS OF CONTRACT

1. The “Company” means Oakridge Windows Plus Limited or any subsidiary of that company which relies on these Conditions.
2. “Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.
3. The “Customer” means the person whose order for Products/Services is accepted by the Company.
4. The “Products” means any products and/or goods ordered from the Company by the Customer or to be supplied by the Company to the Customer.
5. “Price” means the price for the Products excluding carriage, packaging, insurance and VAT.
6. The “Services” means the services and/or work to be performed by the Company for the Customer
7. “Contract” means any contract between the Company and the Customer incorporating these conditions for the sale of Products and/or the provision of the Services.
8. These Conditions shall apply to all contracts for the supply of the Products and/or the Services by the Company to the Customer to the exclusion of any other terms or conditions including any terms or conditions which the Customer may purport to apply under any purchase order (verbal or written), confirmation of order or similar document.
9. These Conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.
10. No variation to these conditions shall be binding on the Company unless contained in the Company's quotation or agreed in writing between the Customer and a Director, of the Company.



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ORDERS AND CONTRACT

11. The Company shall have the right to decline to accept any orders placed for Products and/or Services.
12. The Customer shall be responsible for the accuracy of an order and for giving the Company any information necessary for the Company to perform the Contract.

DELIVERY

13. The Company will use reasonable commercial endeavours to deliver the Products by any time or date agreed with the Customer and in the quantities required by the Customer, but time and delivery shall not be of the essence of any contract for the supply of the Products and in the event of the Company's failure to meet such date for any reason, the Company shall not be liable for any loss or damage suffered by the Customer as a result, nor shall this constitute a breach or repudiation of these Conditions.
14. The Customer shall have no right to reject Products and/or Services for late delivery and/or performance unless the due date for delivery and/or performance has passed and the Customer has served on the Company a written notice requiring the Contract to be performed and giving the Company not less than 14 days in which to do so.
15. The Company shall not be required to fulfil orders for Products and/or Services in the sequence that they are placed. 16. Delivery of the Products shall be made to the Customer's address on the delivery date. The Customer shall make all arrangements necessary to take delivery of the Products whenever they are tendered for delivery including the provision of sufficient labour and equipment to safely unload and stack the product.
17. If the Customer refuses to take delivery of any Products and/or to allow performance of the Services then the Company shall be entitled to withhold delivery and/or performance of any other Products and/or Services and to treat this Contract as repudiated by the Customer.
18. If the Customer refuses to take delivery of any Products then the Company shall be entitled to charge storage fees at up to 0.625% per week of the net value of the goods.



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PRICE

19. The price of Products and/or the Services shall be those stated on the confirmed Manufacturing Order. The price shall be paid net of any agreed discount unless payment of the price is out with the agreed credit terms in which case the discount shall become payable in addition to the price as so discounted.

20. The Customer will be informed in writing by the Company of any increases in prices for the Products and/or the Services not less than seven days before such increase takes effect.

21. The Company's terms of payment are 50% with order and the balance prior to despatch.

22. Time for payment shall be of the essence.

23. If the Customer fails to make any payment in full on the due date the Company may charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 4% above the base rate from time to time of National Westminster Bank Plc. Such interest shall be compounded with monthly rests.

24. Where the Products are delivered in instalments and/or the Services are performed in stages the Company may invoice in respect of each instalment and/or stage separately and the Customer shall pay such invoices in accordance with this Agreement.

25. The Customer shall pay all sums due to the Company under a Contract without any set off, deduction or any other withholding of monies.

26. Payment shall not be deemed to be made until the Company has received either cash or cleared funds in respect of the full amount outstanding.

27. If payment in full is not made to the Company when due then the Company may withhold or suspend future or current deliveries of the Products and/or performance of the Services and Warranties.

28. If any Services are cancelled or this Contract terminated before completion of the Services the Company shall be entitled to be paid on a quantum meruit basis for that part of the Services performed. The Company may invoice the Customer accordingly and such monies shall be immediately due and payable.



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SPECIFICATION

29. The quantity, quality, description and/or specification for the Products and/or the Services shall be that set out in the confirmed Manufacturing order unless otherwise agreed in writing by the parties.

30. The Customer is responsible for checking and satisfying itself that any specification given is accurate and adequate for the Products and/or Services.

31. The Company shall have no liability for errors in any specification or details supplied by the Customer.

32. Where specifications and/or drawings for the Products and/or Services are supplied by the Customer then the Customer is solely responsible for their accuracy.

33. Details and/or specifications in brochures and price lists produced by the Company are intended as a guide only and give a general approximation of the Products and/or Services.

34. The Customer agrees to hold harmless and indemnify the Company against all claims, losses, actions, liabilities, costs (including legal costs on a full indemnity basis) and other losses arising out of the Company's use of specifications, details and/or drawings supplied by the Customer.

35. The Customer confirms and agrees that it has not relied upon the details and information contained in the Company's brochure unless it has sought and obtained written confirmation from the Company of their accuracy.

36. The Company reserves the right to make changes to the specification of the Products and/or Services as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse affect on the quality and/or performance of the Products and/or the Services.



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PROPERTY AND RISK

37. Risk shall pass to the Customer at the time of delivery. Delivery shall be deemed to occur: 39.1 at the time when the Products arrive at the place of delivery if the Company delivers the Products by its own transport or it arranges transport in accordance with a specific contractual obligation; or 39.2 when the Products leave the Company's premises; or 39.3 when the Company stores the product because the Customer has delayed delivery.

38. The Company will repair or replace free of charge any Products in which risk has passed to the Customer if they are damaged or lost due to the neglect or default of the Company, its employees or other representative.

39. The Company shall retain title and ownership of the Products until it has received payment in full in cash or cleared funds of all sums due for all Products and/or Services supplied to the Customer by the Company.

40. The Goods shall remain the sole and absolute property of the Company as legal and equitable owner (and the Company reserves the right to dispose thereof) until such time as the price of the Goods plus VAT thereon and of Goods supplied under any other contract, shall have been received by the Company. The said amounts shall not be treated as received until a bank account of the Company has been credited therewith in cleared funds.

DEFAULT

41. If the Customer:

741.1 fails to make any payment to the Company when due; or

41.2 breaches the terms of this Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied; or

41.3 pledges or charges any Products which remain the property of the Company; or

41.4 ceases or threatens to cease to carry on business; or



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41.5 proposes to compound with its creditors, applies for an interim order under Section 252 Insolvency Act 1986 or has a Bankruptcy Petition presented against it; or

41.6 being a Company, enters into voluntary or compulsory liquidation, has a receiver, an administrator or administrative receiver appointed over all or any of its assets; or

41.7 takes or suffers similar action in any jurisdiction; or

41.8 appears to the Company due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; or

41.9 appears reasonably to the Company to be about to suffer any of the above events; then the Company shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 44 below.

42. If any of the events set out in clause

41 above occurs in relation to the Customer then:

42.1 the Company may withhold delivery of any undelivered Products and stop any Products in transit;

42.2 the Company may withhold the performance of any Services and cease any Services in progress;

42.3 the Company may cancel, terminate and/or suspend without liability to the Customer any contract with the Customer; and/or

42.4 all monies owed by the Customer to the Company shall forthwith become due and payable.

43. The Company shall have a lien over all property or goods belonging to the Customer which may be in the Company's possession in respect of all sums due from the Customer to the Company.

44. Upon the termination of the Contract for any reason if all monies due to the Company from the Customer have not been paid within 14 days of such termination the Company may sell any property or goods over which it has a lien in accordance with clause 43 above (and the Customer agrees that the



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Company may give good title for such property and/or goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by the Customer to the Company, thirdly in payment of any principal sums owed to the Company and fourthly the Company shall account to the Customer for the remainder (if any).

LIABILITY

45. Other than for repairs and refurbishments carried out by the Company, the Company warrants that the Products and/or Services will be free from defects in materials and/or workmanship in accordance with the Company Product Warranty.

46. The above warranty in clause 45 is given by the Company subject to the following conditions

46.1 the Company shall be under no liability in respect of any defect in the Products and/or Services arising from any drawing, design or specification supplied by the Customer;

46.2 the Company shall be under no liability in respect of any faults arising after risk in Products has passed which is caused by any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Products and/or Services as appropriate; and/or

46.3 the Company shall be under no liability in respect of any faults or defects caused by a wilful damage, abnormal working conditions, failure to follow Company's instructions, misuse, alteration or repair of Products and/or Services without the Company's approval, improper maintenance or negligence on the part of the Customer or a third party.

47. If any Products and/or Services prove to be defective and are covered by the warranty in clause 45 above then the Company shall at its sole option either repair or replace or re-perform such Products and/or Services.

48. Any work carried out by the Company which is not covered by the warranty will be charged for.

49. The Customer agrees that provided the Company complies with clause 47 above the repair and/or replacement shall be the Customer's sole remedy in respect of claims under the warranty.



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50. The Company agrees that it will repair, replace or re-perform defective Products and/or Services within a reasonable time of being notified by the Customer of the defect.

51. The warranty in clause 47 above will not apply if the Customer has not paid in full for the relevant Products and/or Services on the due date for payment.

52. If the Customer notifies a defect in the Products and/or Services to the Company then:

52.1 the Company reserves the right to inspect the Products and/or Services; and/or

52.2 to require the Customer to return the defective Products to the Company for inspection at the Customer's cost and if the Products shall prove to be defective then the Company shall reimburse the Customer for the cost of returning the defective Products.

53. All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

54. The Company shall have no liability to the Customer if the price for the Products and/or the Services has not been paid in full by the due date for payment.

55. The Company shall have no liability to the Customer for defective Products and/or Services, Products not despatched or Products damaged or lost in transit unless the event is notified to the Company within the appropriate time limit set out in this Contract.

56. The Company shall have no liability for damage, loss, liability, claims, costs or expenses caused or contributed to by the continued use of defective Products after a defect has become apparent or suspected or should reasonably have become apparent to the user.

57. The Customer shall give the Company a reasonable opportunity to remedy any matter for which the Company is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Company shall have no liability to the Customer.

58. The Company shall have no liability to the Customer for any consequential, financial, economic or other loss (including loss of profits and/or damage to goodwill).



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59. The Customer shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.

60. The Company's liability to the Customer shall not exceed the Price.

61. Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply separately for each of:

(i) liability for breach of contract;

(ii) liability in tort (including negligence); and

(iii) breach of statutory duty; except this clause which shall apply once only in respect of all the said types of liability.

62. Nothing in this Contract shall exclude or limit the liability of the Company for death or personal injury due to negligence or any liability which is due to fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

63. Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer.

64. The limitations in this Contract are necessary in order to allow the Company to provide the Products and/or the Services at its current prices.

65. If the Customer requires greater protection then the Company will agree to modify the limitations and extend its certificates in return for the payment of a higher price for the Products and/or Services.

GENERAL

66. The Customer agrees to hold harmless and indemnify the Company against all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), claims, actions and other liabilities arising from or due to any breach of contract, any tortious act or breach of statutory duty by the Customer.



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67. This Contract shall be governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.