

Terms & Conditions

The Customer's attention is drawn in particular to the provisions of Conditions 16, 17 and 18.

General

1. In these terms and conditions of sale (**Conditions**) 'the Company' means Trade Doors Online and 'the Customer' means the person, firm or company with whom the Company contracts.
2. These Conditions apply to and govern any contract between the Company and the Customer to the exclusion of any other conditions contained on, or in any letter order form, receipt or similar document emanating from the Customer. No variation of these Conditions shall be effective unless expressly agreed by the Company in writing.
3. a. All quotations are for information only and are not to be considered as an offer by the Company. An order by a Customer shall not constitute a contract between the Customer and the Company unless and until it has been accepted by the Company.
b. Acceptance by the Company of any order shall be on the basis that goods will be invoiced at the prices contained in the Company's price list current at the date of despatch unless otherwise agreed in writing by the Company.
4. a. Except where otherwise stated in the contract or in the Company's current price list, all prices include the cost of packaging and delivery (but not installation). The Company reserves the right to make additional charges if the Customer requires a method of packaging or delivery different to that normally employed by the Company.
b. The Customer shall in addition to the net purchase price pay to the Company the amount of any Value Added Tax or other sales tax at the rate in force at the time the goods are invoiced.

Payment

5. ALL GOODS ORDERED MUST BE PAID FOR IN FULL PRIOR TO MANUFACTURING

Trade Doors Online accepts all major credit and debit cards, including Visa, Mastercard, Maestro and Solo.

When placing an order, you must provide the exact billing address and telephone number that your card issuer holds on file for you. Any incorrect information may result in delays when processing your order.

You may choose to pay by **Bank Transfer**, or we can provide you with a secure **payment link** to complete your order online.

Please note: Full payment is required before any goods can enter the manufacturing process.

Illustrations and dimensions

6. a. All information and illustrations contained in brochures, catalogues, price lists, trade literature and advertising material produced by the Company are approximate only, intended to indicate only the general character of the goods and do not form part of any contract between the Company and the Customer.
- b. The dimensions of goods are subject to the manufacturing tolerance of the Company. Dimensions contained in quotations, acknowledgements of orders, or catalogues, price lists, advertising matter and other trade literature are therefore approximate only.

Substituted goods

7. The Company reserves the right to substitute goods which are similar to the goods ordered by the Customer provided that such substituted goods are no less suitable for the purpose for which they are generally used than the goods ordered by the Customer.

Delivery

8. Unless the Company agrees otherwise, delivery shall be to such places within the United Kingdom as is specified by the Customer in the delivery instructions contained in his order or failing such instructions, at the Company's premises. The Customer shall be responsible for unloading the goods at the point of delivery and for loading and removal if the goods are collected by the Customer or his carrier from the Company's premises. Should the goods supplied be defective or damaged on delivery, please contact customer services as soon as possible. The Customer should note Condition 16.
9. While the Company will use its reasonable endeavours to comply with any delivery date, any such dates will be estimates only, time for delivery will not be of the essence and the Company accepts no responsibility for any loss or damage whatsoever, caused by late delivery.
10. The Company reserves the right to effect delivery and to require the Customer to accept delivery of the goods up to maximum of 7 days prior to any requested date for delivery.
11. If the contract provided for delivery by instalments late delivery of one instalment shall not entitle the customer to reject any other instalment under the same contract.
12. If the Customer fails to take delivery at the time required by the contract the Company shall be entitled, without prejudice to any others' rights it may have, to treat the contract as at an end and to resell the goods or to invoice the goods in which event payment shall become due in accordance with the provisions of Condition 5. In either case the Company shall be entitled to charge the Customer at rates giving an economic return for the handling and storage of the goods from the date of the Invoice to the Customer or of disposal elsewhere. Without prejudice to the generality of the foregoing, where the goods comprise bespoke items, the Company shall be entitled to invoice the Customer for such goods if the Customer fails to take delivery within 30 days of the date of the order (such invoice

becoming due in accordance with Condition 5) and recover from the Customer its reasonable charges for handling and storing the goods.

Returnable containers

13. Returnable containers in which goods are delivered are the property of the Company and will be charged to the Customer unless they are returned to the Company no later than one month after the date of delivery carriage paid, undamaged and in good condition.

Risks

14. The risk in the goods contracted to be sold by the Company shall pass to the Customer when the goods are delivered to the Customer or when the goods are invoiced in accordance with the provisions of Condition 12, at the time they are invoiced.

15. a. Until payment in full has been made (each order being considered as a whole):

i. The property in the goods shall remain vested in the Company.

ii. The Customer shall clearly mark or designate the goods so that they remain readily identifiable as the property of the Company and shall store them in a proper manner without charge to the Company. iii. If any of the events referred to in paragraphs (i) and (ii) of Condition 19 occur the Company shall be entitled to recover any or all of the goods in the Customer's possession to which the Company has title hereunder and for that purpose the Company, its servants, or agents may with such transport as is necessary enter upon any premises occupied by the Customer or to which the Customer has access and where the goods may then be situated.

iv. The Customer shall have the right to resell the goods in the ordinary course of its business and the Company shall be beneficially entitled to, and the Customer liable to account to the Company for, the proceeds of resale to the extent of the debt due. Nothing in these Conditions shall constitute the Customer an agent of the Company for the purposes of such sale.

v. The Company may require the Customer to assign to it absolutely any right of action in respect of monies due in respect of such proceeds of resale.

b. The remedies conferred on the Company are in addition to, and shall not in any way restrict or prejudice, any other rights and remedies of the Company under the contract.

Limitation of liability

16. a. Goods may be delivered in cartons, bundles, returnable containers, loose or in other packaging. In any case where it is established to the satisfaction of the Company that the goods have been damaged or lost (whether wholly or in part) in transit through the Company's default, the Company will, at its own cost, repair or replace the same or refund the purchase price (the choice being at the Company's sole discretion) provided that:

i. In the case of total loss, the Company is notified in writing within 48 hours of delivery.

ii. In the case of partial loss, or damage, the Customer has returned to the Company's representative (or where the goods have been delivered by a carrier, his representative) the Company's receipt note duly signed by the Customer's representative and indicating thereon

a shortage of or damage to cartons, bundles, returnable containers, loose goods or other such packages as shall make up the delivery and full particulars are notified directly to the Company in writing within 48 hours of delivery.

iii. In the case of damage the goods and their packing are retained by the Customer for inspection by the Company's representative. The Company will not be liable for any loss or damage in transit, except as above.

b. Where it is established to the satisfaction of the Company that goods delivered by the Company contain at the time of receipt by the Customer some defect in quality (not being a defect caused by some act or neglect of the Customer or a third party) and the goods are returned to the Company at the Customer's expense within 3 months of delivery to the Customer, the Company will at its own cost repair or replace them or refund the purchase price for those goods (the choice being at the Company's sole discretion).

c. The Company provides separate warranties as to quality in respect of a number of specific products. Details of those warranties are available on the Company's website.

d. In no circumstances will the Company be liable to the Customer for any loss or damage whatsoever suffered as a result of a defect in quality and any implied term, conditions or warranty or otherwise as to the quality of the goods sold, or their fitness for any particular purpose or as to their correspondence with any description or samples is hereby excluded to the fullest extent permitted by law.

e. For the avoidance of doubt the Customer's rights and remedies arising under this Condition 16 are in substitution of and not in addition to any rights or remedies provided by law. Nothing in these Conditions shall exclude or limit liability for death, personal injury, fraud or fraudulent misrepresentation.

17. No warranty, representation or advice given by or on behalf of the Company as to the installation, quantities, use or performance of goods it has supplied shall be binding upon the Company unless the Company specifically states in writing that such warranty, representation or advice is a term of its contract with the Customer.

Excluded loss

18. Without prejudice to the generality of the foregoing provisions the Company shall not in any event be liable to the Customer for any losses arising under and/or in connection with the contract which are indirect, special or consequential losses, loss of goodwill, loss of profit, loss of business opportunity, loss of contract or loss of anticipated savings even if such losses are foreseeable and notwithstanding that the Company has been advised of the possibility that such losses were in the contemplation of the Customer or any third party.

Termination/suspension

19. The Company shall have the option (without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to terminate the contract or to suspend delivery in the following events:

- i. Should any sum owing by the Customer to the Company be overdue;
- ii. Should the Customer be in breach of any term of the contract with the Company; or
- iii. Should the Customer, in the reasonable opinion of the Company be insolvent, or enter into composition or arrangement with or for the benefit of, its creditors or, in the case of an individual, have a bankruptcy order made against him or if a body corporate, go into liquidation either voluntary or compulsory or administration or should the Customer be subject to a distress, attachment, execution or sequestration or any event occurs in relation to the Customer similar to those in this Condition 19iii under the laws of any applicable jurisdiction.

Health and safety

20. As the Company is under a duty pursuant to section 6 of the Health and Safety at Work Act 1974 in respect of the design, manufacture and supply of any article for use at work, the Customer shall be deemed to have been afforded by the Company reasonable opportunity and access for the testing and examination of goods or materials in respect of their safety and risk to health prior to delivery to the Customer and the Customer shall be deemed to have been afforded by the Company adequate information about the goods and materials in respect of the use for which they are designed and have been tested and of any conditions necessary to ensure that when put to that use they will be safe and without risk to health, whether or not they said information has been requested by the Customer.

Force majeure

21. The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the contract if and to the extent that such delay or failure is caused by an event or circumstance which is beyond the Company's reasonable control including (without limitation) war, acts of terrorism, pandemic or epidemic, statutes, rules, regulations issued by any Government, strikes, breakdown of plant or unavailability of raw materials. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

General

22. Forbearance or indulgence by the Company shown or granted to the Customer whether in respect of these Conditions or otherwise, shall not affect or prejudice the rights of the Company against the Customer or be taken as a waiver of any of these Conditions.

23. No variation of these Conditions or contract shall be effective unless it is in writing and signed by the Company and the Customer (or their authorised representatives).

24. Any contract incorporating these Conditions shall be governed by and construed in accordance with the laws of England and the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising in relation to or in connection with such contract.

25. All deposits are non-refundable and will be forfeited by the Customer (without prejudice to the Company's other rights and remedies) should the order be cancelled, or the Customer fails to take delivery of the goods when required, or the contract to supply the goods is terminated (for whatever reason).

26. The Company will make a search with a credit reference agency which will keep a record of that search and will share that information with other businesses. The Company may also make enquiries about the principal directors or individuals with a credit reference agency. All data will be processed in accordance with Data Protection Act 2018 and the UK equivalent of the GDPR. Further details of how the Company deals with personal data are set out in its privacy notice which is available on its website.