

**Terms and Conditions Supply only of goods**

**1. Definitions of the conditions:**

- a. "The goods" mean the goods agreed to be sold and as described on quotation/order and invoice form.
- b. "The Customer or you" mean the person, firm, or company to whom any quotation is addressed or with whom any contract is made.
- c. "The Company or We or us" mean Fibretech Fabrications LTD.
- d. "The place of delivery" mean the actual place indicated on the contract or quotation agreed at this stage.
- e. Where goods are supply and deliver only, instalments are stated in the quotation and agreed on quotation.

**2. Quotation/Estimated quotation:**

- a. All our quotes are bespoke to customer requirements. Made to customer requirements.
- b. We have based our quotation on the plans, drawings given, or verbal descriptions face to face on which in house forms are completed.
- c. We have based our quotation on the information given, and that the customer if required, obtained all relevant building regulations and are conforming to them.
- d. If specifications requested by the customer, we cannot manufacture, (E.g. Too large or too small), we will advise and reserve the right to modify or change system to compromise, but always conform with building regulations and health and safety. The customer will be notified if any changes are/or need to be made. It will be the customers responsibility to make sure the alteration meet requirements i.e., use of structural engineer if required.
- e. Should any specification change or incorrect, please notify us immediately for re-tendering.
- f. All quotations and delivery dates are tendered in good faith on the assumption that materials and labour will be generally available and current workload. In an event of our suppliers or labour being interrupted by strikes, lockdowns, fire, war, act of nature or any other contingencies beyond our control, there may be a delay or suspension of orders.
- g. Quotations are valid for 30days from the date of issue. After this date, all quotes will be re-priced accordingly, unless otherwise stated on the estimated quotation given.
- h. We endeavour to keep prices down as much as possible and work hard to make quality goods at competitive prices.

**3. Order Acceptance:**

- a. Our orders are based on bespoke design and sizes. As per customer requirements.
- b. Any conditions printed and written on customer's official orders are taken into consideration at the quotation stage and all orders are accepted on the understanding of compliance with our terms and conditions.
- c. Before manufacture, colour, size's, design, and all other specifications must be checked by customer prior to order.
- d. Manufacture only jobs, will be the responsibility of the customer to give correct designs, spec and sizes etc. We do not survey for customers on supply only jobs unless customer has pre-arranged this with us.
- e. An order acknowledgement will be given for the customer to read, check.
- f. The customer must carefully read thorough the Order Acknowledgement and the terms and conditions. Sign and date to accept the order as per above. If customer signs Acknowledgement and any detail is incorrect, customer will be liable to cover costs of replacement. The Acknowledgment is what we go by for the manufacture and order of goods.
- g. Any orders or changes to order verbally must immediately be confirmed in writing otherwise we cannot accept responsibility for wrong interpretation of instructions or delay in manufacture of order. This can be in a letter or email format.
- h. On all orders and changes an acknowledgement will be given to the customer to check, sign and date.
- i. The customer will need to understand that after manufacture has commenced and alterations have been requested, this may not be possible without incurring an additional charge or delay to order.
- j. All orders must be signed and dated before any goods is manufactured or ordered. Documents must be hand signed and dated. Larger companies, we will except and email with attached order asking for order to commence as a signed order, but this will need to be prearranged with us in advanced and the order or quote ref number stated in emailed order acceptance.
- k. All orders delivery dates are taken in good faith on the assumption that materials and labour will be generally available and current workload. In an event of our suppliers or labour being interrupted by strikes, lockdowns, fire, war, act of nature or any other contingencies beyond our control, there may be a delay or suspension of orders. Whilst we will make every effort to delivery as per time scales given, we will not be responsible for any loss or damage sustained the customer as a result of any event beyond our control.

**4. Cancellations for above bespoke orders as per customer requirements:**

- a. Customers have two working days to cancel an order. We will be accepted without prejudice. After this time cancellation will be refused without prejudice and full payment of costs, labour, plant etc (list not exhaustive) must be paid for in full.
- b. All cancellations must be in writing/email, details of address and telephone numbers in under section 16.
- c. Verbal cancellations will have to be confirmed with a letter or email stating reason for cancellation within the above time scales. Contact details in section 16.

- d. The customer must understand that once an order has been started to be manufactured or purchased or powder coated/foiled, work or goods in progress must be paid for in full even if cancelled during the acceptance stage.
- e. If we cancel the contract, we will contact you in writing and you will receive the whole amount of the contract paid as a refund with no prejudice and without any further liability attaching either party.

**5. Access:**

- a. You agree to provide access to enable delivery of goods
- b. A mutual date and time will be arranged for delivery.
- c. You agree to ensure that the site/property is kept clear and allow access to deliver goods safely. This will be during normal working hours unless other agreed in advanced prior to order.

**6. Standard manufacture specification, exclusions and inclusions/warranty inclusions and exclusions:**

**Aluminium:**

- a. All aluminium glazing beads are square cut unless otherwise noted in order.
- b. Unless otherwise indicated on quotation, estimated quotation or order acknowledgement, all aluminium goods will have standard marine grade powder coating, finish, and thickness. Nonstandard coatings finishes and thickness may incur additional costs and lead times.
- c. To ensure whole order is of same batch and to prevent surcharges, orders will be placing all together.
- d. Small orders will occur surcharges, especially if job requires orders in drips and drabs, or additional items are added after order has been placed.
- e. Colour matching over different batches/phases cannot be guaranteed nor can we colour match uPVC and aluminium.
- f. All gaskets are black in colour.
- g. Hardware colour is defaulted to silver unless otherwise requested or stated on quotation/estimated quote or order acknowledgement. Any specialised hardware e.g., marine grade, this will have to be specified on quotation or order stage. If required additional costs will occur.
- h. Standard door and casement window hardware gearing will be used.
- i. Unless specified on quotation/estimated quote or order acknowledgement restrictors and trickle vents are not included in price. If required additional costs will occur.
- j. All glazing is 28mm (4/20/4) Planitherm units, thermal spacer and argon filled. Unless otherwise requested or stated on quotation/estimated quote or order acknowledgement. Type of glass (Float/ Toughened/ Laminated/Patterned etc) will be stated on quotation/estimated quote or order acknowledgement.
- k. Unless requested or stated on quotation/estimated quote or order acknowledgement, any bespoke and/or site-specific aluminium or similar pressings that may form part of the final and finished order is not priced. If required additional costs will occur and possible delay in order.
- l. If any bespoke and/or site-specific aluminium or similar pressings is required, colour matching cannot be guaranteed.
- m. Guarantee for the aluminium powder coating and profile will be 1 year from date of collection/delivery.
- n. All warranty is dependent on the goods care and maintenance (which document is on our website) being adhered to along with any other advice given to prolong the products life. Warranty of goods applies to the person who purchased the goods, and they must have proof of purchase including invoice and sign acknowledgment as proof.

**uPVC:**

- a. All uPVC is priced using Selecta Advanced 70 profile, customers on order can choose on white profile from chamfered or scotia, foiled/woodgrain will only be on chamfered suite.
- b. All our uPVC is fully reinforced with RTR reinforcing unless otherwise requested or stated on quotation/estimated quote or order acknowledgement.
- c. Standard hardware used to include door locks, window hinges and espag rods.
- d. All glazing is 28mm (4/20/4) Planitherm units, thermal spacer and argon filled. Unless otherwise requested or stated on quotation/estimated quote or order acknowledgement. Type of glass (Float/ Toughened/ Laminated/Patterned etc) will be stated on quotation/estimated quote or order acknowledgement.
- e. All items will be internal glazed with scotia bead as standard unless otherwise requested.
- f. Guarantee for the uPVC profile will be 1year from collection/delivery.
- g. All warranty is dependent on the goods care and maintenance (which document is on our website) being adhered to along with any other advice given to prolong the products life. Warranty of goods applies to the person who purchased the goods, and they must have proof of purchase including invoice and sign acknowledgment as proof.

**Composite Doors; uPVC & Aluminium panels; Glass units**

Warranty will be 1year from collection or delivery of door, hardware and glass or panel.

**7. Date of delivery:**

- a. Delivery is based on our scheduled delivery and installation arrangements and conditions.
- b. The date or dates of delivery quoted or agreed by the Company are given in good faith but without obligation/prejudice.
- c. We will not be liable for any loss, damage or delay due to failure of the Company for any reason whatsoever to deliver or arrange for the delivery of goods on or by the date or dates of delivery
- d. If we are hindered or prevented from obtaining transporting, delivering, or arranging for the delivery of the goods due to war, strikes, riots, road accidents, weather conditions or any other cause what so ever beyond the control of the company, the time for the delivery or installing we will extend accordingly and a new date or dates will be arranged.
- e. Delivering of goods will be, to the arranged address at time of ordering only. If change of location is required, we reserves the right to change delivery date and or the customer may incur a delivery charge.
- f. Deliveries will be during normal working hours, unless otherwise arranged with us.

**8. Prices:**

- a) All prices quoted by the Company are subject to change without notice.
- b) Prices include delivery up to including up to 30miles from our factory. Outside this catchment, delivery may occur costs. Delivery cost is available at time of quote or order.
- c) Prices quoted include for standard packing on goods by our own transport, but if long journey or courier delivery required, extra costs will occur unless previously agreed in writing to be made or arranged by the Company.
- d) Jobs will be re-priced after 30, or is jobs is altered or changed in anyway during quote period or after.

**9. Delivery/Claims:**

- a. If goods are delivery by our approved transport or our own transport, no claims for damage, shortage, or breakage will be allowed unless advised by the transport driver to the contrary.
- b. The good must be examined on delivery and signed that the customer is satisfied with the goods, and then if there are any problems or issues the customer is to raise the problem then. If not, all must be put in writing to the Company within five working days of delivery, and the Company will investigate thoroughly.
- c. Unless pre-arranged with company at time of order, good must be pay in full prior to delivery of goods. Goods will not leave the van unless balance is cleared.

**10. Collection/Claims:**

- a) If goods are collected by customer or own courier supplier/Family or friend etc, Goods must be checked and signed for before leaving factory that all goods are satisfactory on leaving.
- b) Payment in full before goods leave the factory, unless pre-arranged with company at time of order.
- c) Once goods have left the factory, the company is not responsible for condition of goods, damages, shortages, or breakages.
- d) The company is not responsible for poor delivery or poor installation by third parties.

**11. Payment:**

- a. Payment will be stated on the order acknowledgement and contract of sale.
- b. Prices will be stated with VAT included in the price unless documentation is provided stating deduction in VAT charges.
- c. Method of payments are Bacs or cash, unless previously arranged with the Company at the contract stage. Cheques are only accepted with prior approval by us and cleared before and manufacturing or ordering takes place.
- d. Goods will not leave the transport/factory without full payment being made on manufacture only. Only variation will be if pre-arrange in contract before work goes ahead.
- e. If customer defaults in payment, The Company may, delay delivery or cancel contract. Cancellations of other orders received from customer may also occur.
- f. Interest charge on any overdue payment at the Bank of England rate of 8% from date of delivery or collection.

**12. Liability & Responsibilities:**

- a. If you are purchasing goods on another party's behalf, it will be your responsibility to make sure invoice due is paid on time and in full if you are to sign the order on their behalf.
- b. If liability is to the Company in respect of the goods which were damaged, it shall be limited to the supply of a new part or the making good of the defective part.
- c. If goods have been tampered with or parts changed by another party, guarantee will be void.

- d. The Company accepts no responsibility for errors in orders supplied by customers in their own surveyor's/surveying measurements. The customer uses these at their own risk.
- e. It is the customer's responsibility for the goods after delivery/collection after customer has signed and check goods that they arrived in good working order. If goods are damaged following this, the customer is responsible and will pay for replacement.

**13. Retention of Title:**

- a. The goods remain the sole and absolute property of Fibretech as the legal and equitable owner until such time as the customer have paid us all sums due under a contract together with all sums due under any other contracts with us.
- b. Until such time the title in the goods passes to the customer, he stores them on his premises separately from his own goods or those any other party and, in a manner, which makes them readily available as our goods.
- c. For the purpose of recovery of our goods, should payment not be made, we shall be entitled to enter upon any premises at a time and date pre-arranged, where they are stored or where they are reasonably thought to be stored and collect them.
- d. Should you prevent this from occurring we reserve the right to take legal action to have the goods returned, this action will result in additional charges. This will be if after several attempts to contact you regarding payment and/or arrangement of collect date being made.
- e. If on recovery of goods, the goods are deemed to be damaged, cost will be charged.

**14. Additional conditions:**

The above warranties written in the document are given by the company subject to the following conditions:

The warranty does not apply to:

- 1.1.1. Defect due to negligence, subsidence, vandalism, flood, fire, civil disturbance, acts of war, wilful damage, tampering of any kind, extreme environmental conditions or excessive wear and tear.
- 1.1.2. Goods being installed incorrectly.
- 1.1.3. Goods being at all altered or modified.
- 1.1.4. Goods which have not been maintained in accordance with Company's recommendations for care and maintenance.
- 1.1.5. On all profile, the appearance will be evaluated on the significant surface. The significant surface shall be defined by the customer and is part of the total surface which is essential to the appearance and serviceability of the item. Edges, deep recesses, and secondary surfaces are not included in the significant surface. The organic coating on the significant surface shall not have any scratches through to the base metal. The organic coating on the significant surface is viewed at an oblique angle of 60° to the upper surface, none of the defects listed below shall be visible from a distance of 3 metres: excessive roughness, runs, blisters, inclusions, craters, dull spots, pinholes, pits, scratches or any other unacceptable flaws. The organic coating shall be of even colour and gloss with good hiding power. When viewed on site, these criteria shall be fulfilled as follows:
  - For parts used outside: viewed at a distance of 5 metres
  - For parts used inside: viewed at a distance of 3 metres.
- 1.1.6. Matching stained glass colours or profile Ral colours as these vary from batch to batch equally matching Ral colours uPVC to aluminium.
- 1.1.7. Any double-glazed units/panel with holes cut for extraction fans, cat flaps or similar.
- 1.1.8. Condensation is a natural phenomenon and is not caused by double glazed units. We cannot warranty that our goods will reduce or eliminate condensation. Surface condensation other than between the panes of glass will be warranted.

**15. Care and maintenance manual:**

Available on request, up to date version, on our website so customers can keep up to date on the care of the products purchased.

**16. How to contact us:**

- a. Fibretech Fabrications Ltd is a Limited company. Companies House no: 9845785
- b. Registered address: Unit E St Cleer Business Park, St Cleer, Liskeard Cornwall PL14 6EQ
- c. Email address: for general enquiries [sales@fibretechfabrications.com](mailto:sales@fibretechfabrications.com); for all account enquiries please use [accounts@fibretechfabrications.com](mailto:accounts@fibretechfabrications.com)
- d. Telephone number: 01579 349953
- e. Website: [www.fibretechfabrications.com](http://www.fibretechfabrications.com)

**17. Making a warranty claim:**

- 17.1 To make a claim under the warranty, you must either email [sales@fibretechfabrications.com](mailto:sales@fibretechfabrications.com) or write to us at: Unit E, St Cleer Business Park, St Cleer, Liskeard, Cornwall, PL14 6EQ with the following information:



- 17.1.1. Your name and address as shown on the invoice of the goods, with the invoice number, Customer number, date of invoice/order date of delivery/collection/installation and/or full address of the delivery of goods; and
- 17.1.2. Detailed explanation of the faulty or defective good/part; and
- 17.1.3. Attach/enclose images/photos or video clearly demonstrating the issue
- 17.1.4. Please include contact information we can get hold of you regarding the claim. A daytime telephone number and email address.

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