

# Terms and Conditions

## Terms & Conditions Definitions

1. 'Company' means Roller Doors Limited (Registered Office – Clocky Hill Cottage, Bone Hill Lane, Winmarleigh, Lancashire, PR3 0LE) 2. 'Customer' means customer of the Company 3. 'Conditions' means these conditions of sale. 4. 'Contract' means any contract entered into for the sale of goods by the Company to the customer. 5. 'Goods' means any Goods the subject of any contract and shall include any part or parts of them and materials incorporated in them. 6. 'Carrier' the company person or persons with the object of delivering the Goods to the Customer.

## Terms & Conditions of Sale

1. All orders are subject to these Conditions unless otherwise agreed. All goods are subject to availability. If you do not understand any of the following please email the “company” at sales@rollerdoors.co.uk or by telephone 0844 804 5577. 2. These Conditions represent the entire Conditions of sale and nothing shall operate to in any way alter or vary the Conditions without the prior approval of the Company. 3. These conditions shall apply to all contracts to the exclusion of all other conditions express or implied by statute or otherwise to the extent as is permissible by law. 4. Acceptance of Goods by the Customer shall be conclusive evidence before any Court of Arbitrator that these Conditions apply 5. Roller Doors Limited reserves the right to change the Conditions without prior notice. Customers are advised to check for any variations to the Conditions before an order.

## Order Acceptance

1. All orders are accepted based on the information that you supply. It is the responsibility of you, the customer to ensure all details supplied are accurate to your requirements. 2. The company cannot accept any responsibility for any door that you the customer order incorrectly, nor can we restock doors or accept returns for these items. 3. The Company reserves the right to refuse any order 4. Orders are accepted on the basis the Customer has read and accepted these conditions.

## Orders

1. All prices on our website, leaflets and promotional material are in pounds sterling and include VAT @ 20%. 2. The Company reserves the right to change the advertised price before you place an order. 3. No charge is made to the Customer for Credit or Debit Card payments. 4. The price payable for the goods you order is as set out on our website at the time you place your order. 5. The Company must receive payment for the whole of the price of the goods you order, and any applicable charges for carriage and insurance, before your order can be accepted unless we have agreed otherwise in advance in writing. 6. Whilst every effort is made to advise the Customer as to the size, mechanism, type etc of the door needed to fit their garage, no responsibility is taken by the Company if measurements and information given by the Customer is inaccurate, non-specific or incomplete. This includes but is not limited to: 6.1 the presence of low beams. 6.2. gas/electric meters on the sidewalls. 6.3 uneven floors or walls being out of plumb and level 6.4. similar obstructions which would impair the normal fitting and path of travel of the garage door purchased. 6.5 colour, colour

match and design of the door. 7. Quotations are not offers and may be withdrawn or revised at any time before acceptance of an order by the Company.

### **Cancellation of Order**

1. Orders may be cancelled or amended up to 24hrs after they have been placed with the Company. Cancellation must be in the form of an email to sales@rollerdoors.co.uk. No orders may be cancelled after this time. 2. An administration fee of 2.5% of the purchase price will be applied to all cancelled orders, including orders where the free delivery box has been incorrectly ticked by the customer because the delivery postcode is actually outside of the areas covered by free delivery. (This applies to all delivery postcodes in the North West of Scotland and within the M25 motorway.)

### **Installation**

1. All products are sold on a supply only basis, unless otherwise agreed in writing. 2. All products must be fitted in accordance with the manufacturer's fitting instructions and no responsibility is taken by the Company for these installations. 3. The company will accept no liability for incorrectly installed products (It is the responsibility of the installer to ensure the products are fitted correctly in accordance with the manufacturer's instructions.)

### **Returns & Refunds**

We will only refund goods that are found to be faulty and a suitable replacement is not available. 2. Returned goods will only be accepted if they are returned in their original packaging, unused and with all instruction manuals and returned within 5 working days after delivery. 3. The goods must not have been installed. 4. Customers are responsible for obtaining proof of delivery and receipt of returned goods. 5. Before returning any goods the Customer must contact the Company to obtain a returns number. 6. All refunds will be issued upon receipt of returned goods. Refunds will be by cheque or if you paid by credit or debit card, credited directly to the same debit or credit card that you used when placing your order. All refunds will be made within 28 days of receipt of the returned order. 7. Where applicable postal or carriage charges are not refunded in the event of a customer returning goods and are the responsibility of the Customer. 8 Due to the bespoke nature of the product, incorrectly ordered garage doors are non returnable. 9. Claims for damaged goods on delivery must be notified in writing to Roller Doors Limited within 5 working days by e mail stating any damages and/or defects of the goods received from the carrier. No claims will be accepted after this time. 10: Any claims for damage to the goods or the deterioration in the condition of the goods, occurring in transit by customer nominated carrier, occurring after delivery from the company appointed carrier will be rejected.

### **Liability**

1. Roller Doors Limited excludes any liability for any claims, loss, damages, demands of any kind whatsoever, including direct, indirect, incidental or consequential loss, damage, whether arising from loss of revenue, profits or otherwise.

### **Delivery and Title**

1. We will deliver the goods in accordance with your order. A valid signature will be required on delivery. In the unlikely event that you have not received all the goods within 21 working days of the date of delivery (or where you have requested a delayed despatch within 21 working days of the requested despatch date), you must notify us immediately. 2. All delivery dates are approximate and can take up to twenty one working days. 3. No liability will be attached to Roller Doors Limited, if delivery periods or dates are not met for any reason. 4. All deliveries are to ground floor access only. 5. Claims for non-delivery of motors and spare parts must be notified to the Company in writing within 7 days of the order date. 6. Claims for damaged goods on delivery from the company appointed carrier must be notified to the company within 5 working days by email stating any damages and/or defects of the goods received from the carrier. No claims will be accepted after this time. Photographic evidence is required. 7: Any claims for damage to or the deterioration in the condition of the goods occurring in transit by the customer or the customer appointed carrier occurring after delivery from company appointed carrier will be rejected. 8: Claims for discrepancies of any goods delivered must be notified to the Company within 24 hours by telephone and confirmed within 48 hours by e mail stating the nature of the discrepancy of the goods received. 9: You (or your nominated representative who must be over the age of 18) must sign a proof of delivery document upon receipt of the delivery of your order. 10. Should we be unable to complete your delivery due to you not providing able assistance to offload, the products in question will remain on the delivery vehicle and will not be redelivered until the Company receives a delivery charge of £60. Re-delivery will then be scheduled and you will be advised of the date for the delivery.

### **Warranty Information**

1. All goods supplied by the Company are guaranteed in accordance with the terms and conditions of the manufacturer`s warranty provided with the goods. 2. Nothing in these Conditions shall operate to add to vary or alter the terms and conditions of the manufactures warranty. 3. To claim under the terms of any warranty the customer will need to notify our sales team of the manufacturing fault in writing and must include the original invoice or order number. The respective manufacturer will make arrangements to inspect the product and either repair or replace the item. Replacements will be granted on a supply only basis and is at the discretion of the manufacturer. Terms and conditions of all manufacturers warranties are available on request. 4. All products supplied must be fitted and maintained in accordance with the individual manufacturers guidelines. 5 Any warranty supplied may become void if any product is not handled, stored, painted, maintained, preserved or installed in accordance with the manufacturers instructions supplied. 6 Your statutory rights are unaffected.

### **Law**

1. The Company shall not be liable to the Customer, or deemed to be in breach of the any of the Conditions of the Contract whether set out in these Conditions or implied by Law or Statute by reason of any delay in performing due to events outside the control of the company