The Rooflight Superstore Ltd Terms & Conditions

1. Statement of meaning

“Seller” means The Rooflight Superstore Ltd

“Buyer” means the person(s) / company to whom it is agreed the Goods are to be sold.

“Goods” means the goods that are the subject of the contract.

“The Special Conditions” means the terms and conditions (in addition to the General Conditions) set out in the Sellers Acceptance Documentation or otherwise in writing signed by a duly authorised representative of the seller.

“The General Conditions” means these Conditions of Sale as from time to time amended by the seller and which shall apply to all contracts for the sale or supply of Goods by the Seller.

“The Contract” means the contract on the terms of these General Conditions and (if any) the Special Conditions for the sale or supply by the Company to the Buyer of any Goods. The Contract is constituted by the Sellers acceptance, whether by the Sellers Acceptance Documentation or otherwise, of the Buyers order.

2. Sizes

(a) Where overall upstand sizes are quoted, this includes the roof membrane. The Seller will not be held responsible for any misunderstanding with regard to this area.

(b) All rooflight sizes are as detailed in the manufacturers literature.

(c) All sizes are quoted in metric measurements.

3. Payment

100% advance payment with order.

4. Prices

(b) All prices are quoted on the understanding that the whole of the Goods quoted will be ordered and supplied, unless otherwise stated by the seller.

(a) All prices are net cash prices inclusive of VAT or any related taxes and duties.

5. Shipment

(a) Where viable, Goods will be delivered by road vehicle to the Buyer's specified address or works. Additional shipment charges in accordance with rates current at the time of delivery may be applied if special delivery arrangements are required.

(b) The Seller will deliver goods within the general tolerances stated within the Sellers literature.

(c) Where delivery is affected by the Seller, it will be deemed to have been completed when the Goods are ready to be off-loaded at the agreed delivery address. Off-loading shall be the entire responsibility of the Buyer, and the Seller accepts no liability for damage to the Goods during off-loading.

(d) Delivery to the Buyer will be in compliance with instruction received and the Seller at its sole discretion may make additional charges as fair and reasonable in respect of delivery.

(e) Where delivery is undertaken by the Seller any grievance in respect of lessened delivery or for damaged goods must be notified within 24 hours of receipt and confirmed in writing at that time and

any claim for non-delivery must be made within three days of delivery date.

(f) The Seller reserves the right to make additional costs to the Buyer for the storage cost for part or all of the Buyers order if at the time of dispatch, the Buyer requests that the delivery of the Goods be postponed.

(g) The Buyer must order and check the goods before signature of any packing note and failure by the Buyer to express complaint with the Goods having given a clear signature for them will exclude the Buyer from making any claim against the Seller or the carrier in respect of any damage to the Goods.

6. Shipping Dates

(a) The Seller will use its best efforts to despatch by the time arranged, but all delivery lead times and dates are estimates only and the time of delivery shall not be of the essence of the contract. The Seller will not be liable for any damages, loss or costs incurred by the Buyer in result of failure to deliver by the estimated date or in result of any delay in delivery despite the cause.

(b) If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are delivered or are ready for delivery the Seller will, if storage facilities are required, store the Goods until actual delivery and the Buyer will pay to the Seller the cost of storage, including any additional handling and carriage costs. This arrangement shall be in addition to any other payment or damages for which the Buyer may become liable due to the Buyers failure to take delivery at the appropriate date.

(c) If the manufacture or supply of Goods or services shall be delayed as a result of circumstances beyond the control of the Seller, the obligations of the Seller shall be suspended until such circumstances are overcome. By way of example only and without limiting the generality of the aforementioned, such circumstances include war, civil commotion, strikes, lock outs, industrial dispute,

shortage of materials, fuel or labour, failure of plant, acts of competent authority, fire and the elements whether affecting the Seller directly or any supplier to or haulier for the Seller. Should any delay continue for more than four months, the Seller may abolish the contract by notice to the Buyer, but the Seller shall in no circumstances be liable for compensation to the Buyer in damage or otherwise for late delivery, and by return only of any deposit paid for non-delivery of the complete or partial Goods for whatever reason for any loss incurred or otherwise arising there from.

7. Manufacturing standards

All Goods supplied by the Seller are supplied on the understanding that they are not required for any special purpose different from the usual purpose for which such goods or services are supplied and the Buyer shall be deemed to have full knowledge of the nature and properties of the Goods supplied and any hazards they involve and the proper treatment, maintenance, storage and handling thereof. In particular, Goods are supplied on the basis that they shall be used in normal cicumstances appropriate for such Goods and shall be properly maintained. Guidance for handling, storage and installation of the Goods are available from the Seller.

8. Information and Particulars

(a) Where the Contract provides that the Seller is to supply fabrication or perform Goods to the Buyer’s specification the Buyer shall be under a requirement to provide the Seller with satisfactory specific information, drawings and similars to permit the Seller to achieve the contract. The Seller shall not be accountable for any deficiency in such Goods, which derive out of any failure, or deficiency in the design or specification and the warranty herein before contained shall not apply to such Goods.

(b) The Seller shall not be under any accountability in respect of specifications, weights, dimensions or descriptions or other matters

in affiliation to Goods contained in any material such as forwarding specifications and drawings other than in the contract itself.

(c) The Seller's policy is one of continual improvement. It therefore shall be authorised without notice (save where the Seller is working to the Buyer's specification as provided in (a) above in which case it shall liaise with the Buyer) to make changes in specification, sizes, materials and design, which it thinks acceptable or desirable without affecting the legality of the contract. The Buyer shall have no cause of action in respect of any such change.

(d) The Seller reserves the right to make a charge of £100.00 in addition to all incurred costs to the Buyer for all or any changes in the type, specification, size, colour and any other changes to the Goods after the Seller has received from the Buyer a signed Confirmation of Order sheet or Proforma Invoice.

9. Compensation

(a) The Buyer will reimburse the Seller against any loss or damages suffered by the Seller as a result of any failure by the Buyer to perform any of the terms and conditions of the contract.

(b) The Buyer will reimburse the Seller against each and every liability, cost, damages and claim, to which the Seller is or would otherwise be subject arising out of the supply of Goods by the Seller, and/or any representation or advice given by, or on advice of the Seller in relation to Goods.

(c) The indemnities hereby given shall extend to any cost and expenses incurred by the Seller and shall continue in force not withstanding the termination of the contract.

10. Exclusions

(a) It is the Buyers responsibility to check order acknowledgements to ensure that requirements have been correctly detailed as after manufacture has commenced alterations may be impossible, Subject to clause 4 and except and in so far as the Seller is prevented by act from doing so, it is expressly understood that the Seller gives no warranties or conditions (whether expressed or implied) as to the quality or appropriateness of Goods for any specific purpose even if that purpose is known to the Seller, and save as provided in these general conditions and except as aforementioned the Seller shall not be under any accountability, whether in contract or otherwise, in respect of defects in the Goods or failure to adhere to specification or sample or for any damage or loss resulting from such defects or failure or from any work done in connection therewith.

(b) In any circumstances that the seller is required to install the goods on site, all attendances, including any lifting equipment required, will be supplied by the buyer. The Seller takes no responsibility for the arrangement of site services/equipment or costs.

11. Accountabilities

The accountability of the Seller in relation to the supply of Goods and/or any statement or advice in relation thereto or any failure to supply or perform the Goods or any defective supply or performance of the Goods shall be limited to the price therefore paid to the Seller by the Buyer.

12. Cancellations

In addition to the rights advised by the aforementioned General Conditions, the Seller shall have the right to cancel all future performance by the Seller of any future obligation of the Seller under the Contract or any other contract between the Seller and the Buyer if the Buyer shall:

(a) Be unable to pay his debts or being an individual shall have a petition presented for an order for his bankruptcy or, being a company, convene a meeting of its creditors or have a petition for winding up presented against it or have a receiver appointed of all or any of its assets;

(b) Be the subject of a detrimental credit status report by the Seller's Bank or a reputable credit status institution.

Cancellations by the buyer can be accepted on standard “off the shelf” stock sizes at any time providing the unit is still sealed, unfitted and undamaged however, a restocking charge up to 50% of the initial price will be incurred to the buyer due to delivery/collection and admin costs.

Cancellations by the buyer of bespoke made to order sizes can only be accepted during the manufacturing process. In addition to this, the seller’s costs of the materials and manufacturing costs thus far will be incurred to the buyer.

(c) Commit any breach of the Contract.

13. Statement To Third Parties

The Buyer agrees and approves to bring fully to the notice of all persons whatsoever with whom the Buyer may deal in terms of the General Conditions and the Special Conditions including in particular General Conditions 2,10 &12.

14. Privacy Policy

We do not store credit card details nor do we share customer details with any third parties.