

Doorfit Group Application for Credit Facilities



Full Trading Name and Address:		
Post Code:		
Tel No:		
E-mail:		
Registered Office (if different from trading):		
	Please tick the product ranges you wish to buy	
	Timber Door Sets	
Post Code:	Garage Doors and Entrance Doors	
Tel No:	Architectural Ironmongery	
Company Reg No:	Sliding Door Systems	
Year Established:		
Share Capital:	Name and address of your Bank:	
Authorised Issue:		
Name of Company Sec or Partners:		
	Tel No:	
	Contact:	
Accounts Contact:	Account in name of:	
Accounts Tel No:		
Accounts E-mail:	VAT Reg No:	
Nature of Business:	Annual Turnover: £	
No of Employees:	Credit required per month: £	
Are you part of any other organisation? If so give details:		
Details of your order number sequence:		
Date of application:		
You agree that any personal data you provide to us can be passed to our credit insurer reference agencies and information providers, insurance companies, intermediaries and agents and they may keep a record of it and pass it to their customers. The personal data will be used for credit risk assessment and insurance and other related purposes and we may also receive personal data from sources other than you.		
Name of person completing this application:	Signed:	

DOORFIT PRODUCTS LIMITED
Standard Terms and Conditions of Business

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 11

1. INTERPRETATION

- 1.1. The definitions and rules of interpretation in this condition apply in these conditions.
 - 1.1.1. **Consumer: a Customer who is not buying the Goods or Services for use in a business run by him.**
 - 1.1.2. **Company:** Doorfit Products Limited, a company registered in England and Wales with number 598884 whose registered office is at Ikenield House, Heaton Street, Birmingham B18 5BA.
 - 1.1.3. **Contract:** any contract between the Company and the Customer for the sale and purchase of the Goods and/or Services, incorporating these conditions.
 - 1.1.4. **Customer:** the person, firm or company who purchases the Goods and/or the Services from the Company.
 - 1.1.5. **Delivery Point:** the place where delivery of the Goods is to take place under condition 4.
 - 1.1.6. **Garage Door Fitting Services:** the fitting of garage doors.
 - 1.1.7. **Goods:** any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of the Goods).
 - 1.1.8. **Locksmith Services:** the replacement, repair and fitting of locks to windows and doors, (including but not limited to Master Key Services).
 - 1.1.9. **Master Key Services: means the installation and provision of the locking system known as Master Key.**
 - 1.1.10. **Services:** the Locksmith Services (if any), and Garage Door Fitting Services (if any) which the Company has agreed in the Contract to supply to the Company.

- 1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. APPLICATION OF TERMS

- 2.1. Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3. These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4. Each order or acceptance of a quotation for Goods or Services by the Customer from the Company shall be deemed to be an offer by the Customer to buy Goods or Services subject to these conditions.
- 2.5. No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Customer or commences performance of the Services.
- 2.6. The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7. If the Services include Garage Door Fitting Services the Customer shall ensure that:
 - 2.7.1. the framework to which the garage door is to be attached is of a suitable standard to support the said garage door and enable it to open and close once installed; and
 - 2.7.2. that the dimensions of the garage door which the Customer has specified in its order will enable the Company to carry out the Garage Fitting Services without any alteration to the said dimensions; and
 - 2.7.3. where the garage door to be fitted is powered by electricity that there is an existing fuse spur, and an adequate power supply of the correct voltage, in the garage where the door is to be fitted.
- 2.8. Unless agreed otherwise in writing any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Customer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
- 2.9. If the Customer is a Consumer nothing in these terms of business affects its statutory rights.

3. DESCRIPTION

- 3.1. The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
- 3.2. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. PERFORMANCE OF THE SERVICES

- 4.1. Where the Services include Master Key Services:
 - 4.1.1. Orders for replacement keys will only be accepted from those individuals who have been notified to the Company by the Customer in writing as having authority to order replacement keys. The Customer shall notify the Customer of any changes to the names of the individuals so authorised;
 - 4.1.2. The Company will forward any additional keys requested by the Customer by special delivery.
- 4.2. Where the Services include Garage Door Fitting Services the Services shall be limited to fitting a garage door to an existing fuse spur in the Customer's garage.

5. DELIVERY

- 5.1. Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.
- 5.2. The Customer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.
- 5.3. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 5.4. Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 5.5. If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time or commence performance of the Services because of anything done or not done by the Customer then:
 - 5.5.1. if the Customer is a Consumer the price of the Goods or Services becomes payable 28 days after the date when the Customer's order was accepted;
 - 5.5.2. If the Customer is not a Consumer then:
 - 5.5.2.1. risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
 - 5.5.2.2. the Goods shall be deemed to have been delivered; and
 - 5.5.2.3. the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 5.6. The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 5.7. If the Company delivers to the Customer a quantity of Goods of up to 5% more or less than the quantity accepted by the Company, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- 5.8. The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 5.9. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

6. NON-DELIVERY

- 6.1. The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 6.2. Unless the Customer is a Consumer, when this condition shall not apply, the Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 5 days of the date when the Goods would in the ordinary course of events have been received.
- 6.3. Any liability of the Company for non-delivery of the Goods (including but not limited to replacement keys where the customer has purchased Masterkey Services) shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

7. RISK/TITLE

- 7.1. The Goods are at the risk of the Customer from the time of delivery.
- 7.2. The provisions of Conditions 7.3 to 7.9 (inclusive) shall not apply where the Customer is a Consumer.
- 7.3. Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 7.3.1. the Goods; and
 - 7.3.2. all other sums which are or which become due to the Company from the Customer on any account.
- 7.4. Until ownership of the Goods has passed to the Customer, the Customer shall:
 - 7.4.1. hold the Goods on a fiduciary basis as the Company's bailee;
 - 7.4.2. store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
 - 7.4.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 7.4.4. maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
- 7.5. The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
 - 7.5.1. any sale shall be effected in the ordinary course of the Customer's business at full market value; and
 - 7.5.2. any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 7.6. The Customer's right to possession of the Goods shall terminate immediately if:
 - 7.6.1. the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the

Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or the Customer encumbers or in any way charges any of the Goods.

- 7.7. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

- 7.8. The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

- 7.9. Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

- 7.10. On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 7 shall remain in effect.

8. PRICE

- 8.1. Unless otherwise agreed by the Company in writing:
 - 8.1.1. the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery;
 - 8.1.2. the price for the Services shall be calculated in accordance with the Company's standard hourly fee rates, as amended from time to time. Time spent in the provision of Locksmith Services includes the time spent by the person providing the said Locksmith Services in travelling to and from the Customer's premises. Time spent in the provision of the Services shall be rounded up to the nearest hour.
- 8.2. Where the Customer is a Consumer the price payable for the Goods is inclusive of value added tax otherwise the price for the Goods shall be exclusive of any value added tax which the Customer shall pay in addition when it is due to pay for the Goods.
- 8.3. In the event that the Company agrees to deliver the Goods to any place other than the company's place of business and the value of the Goods (excluding VAT) is less than £50 the Customer shall pay the cost of delivery in addition to the price of the Goods when it is due to pay for the Goods.

9. PAYMENT

- 9.1. Subject to conditions 5.5 and 9.4 payment of the price for the Goods or Services is due:
 - 9.1.1. where the Customer is a Consumer or does not have an account with the Company, on the date which is the earlier of the date when the Goods are delivered or performance of the Services commences;
 - 9.1.2. where the Customer has an account with the Company on the date which is 30 days from the end of the month in which the Company issued its invoice therefor.
- 9.2. Time for payment shall be of the essence.
- 9.3. No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.4. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 9.5. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

10. QUALITY

- 10.1. Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.
- 10.2. The Company warrants that (subject to the other provisions of these conditions):
 - 10.2.1. upon delivery the Goods (if any) shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 10.2.2. the Services (if any) shall be performed with reasonable skill and care.
- 10.3. The provisions of conditions 10.2.1, 10.4, 10.6 and 10.7 shall not apply where the Customer is a Consumer.
- 10.4. The Company shall not be liable for a breach of the warranty in condition 10.2.1 unless:
 - 10.4.1. the Customer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 5 days of the time when the Customer discovers or ought to have discovered the defect; and
 - 10.4.2. the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost for the examination to take place there.
- 10.5. The Company shall not be liable for a breach of the warranty in condition 10.2.1 if:
 - 10.5.1. the Customer makes any further use of such Goods after giving such notice or, if the Customer is a Consumer, after becoming aware of any defect; or
 - 10.5.2. the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - 10.5.3. the Customer alters or repairs such Goods without the written consent of the Company.
- 10.6. Subject to condition 10.3 and condition 10.5, if any of the Goods do not conform with a warranty in condition 10.2.1 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Customer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Company.
- 10.7. If the Company complies with condition 10.6 it shall have no further liability for a breach of the warranty in condition 10.2.1 in respect of such Goods.
- 10.8. The Company shall not be liable for any liabilities, costs, expenses, damages or losses resulting
 - 10.8.1. from any breaches by the Customer of the provisions of Clause 2.7.
 - 10.8.2. from the performance of Locksmith Services requested by a person who has no authority to request such services on behalf of the Customer.

11. LIMITATION OF LIABILITY

- 11.1. Subject to condition 5, condition 6 and condition 10, the following provisions set out the entire financial liability of the company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the customer in respect of:
 - 11.1.1. Any breach of the contract;
 - 11.1.2. Any use made or resale by the customer of any of the goods or services, or of any product incorporating any of the goods; and
 - 11.1.3. Any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.
- 11.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the sale of goods act 1979) are, to the fullest extent permitted by law, excluded from the contract.
- 11.3. Nothing in these conditions excludes or limits the liability of the company:
 - 11.3.1. For death or personal injury caused by the company's negligence; or
 - 11.3.2. Under section 2(3), consumer protection act 1987; or
 - 11.3.3. For any matter which it would be illegal for the company to exclude or attempt to exclude its liability; or
 - 11.3.4. For fraud or fraudulent misrepresentation.
- 11.4. Subject to condition 11.2 and condition 11.3:
 - 11.4.1. Subject to conditions 11.4.2 and 11.4.3 the company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to £5,000,000; and
 - 11.4.2. The company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restriction or otherwise, resulting from any defect in the goods shall be limited to £1,000,000.
 - 11.4.3. The company's total liability to the customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract shall be limited to the lesser of £47,000 and £50,000 less ten per cent of the value of any insurance policy held by the customer in respect of financial loss.

12. ASSIGNMENT

- 12.1. The Company may assign the Contract or any part of it to any person, firm or company.
- 12.2. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

13. FORCE MAJEURE

- The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

14. GENERAL

- 14.1. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 14.2. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 14.3. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 14.4. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 14.5. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction