

## Terms and Conditions

### INTERPRETATION

Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clauses within these terms

**Contract:** the contract between The BiFolding Door Company (UK) Ltd and the Customer for the sale and purchase of the Goods/products in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods/products from The BiFolding Door Company (UK) Ltd.

**Deposit:** A percentage of the total price of the Goods/products as set out in the Order.

**Force Majeure Event:** has the meaning given in these terms.

**Goods/products:** the goods/products (or any part of them) set out in the Order.

**Order:** the Customers order for the Goods/products as set out in The BiFolding Door Company (UK) Ltd's written order confirmation and signed by the Customer.

**The BiFolding Door Company (UK) Ltd:** The BiFolding Door Company (UK) Ltd (registered in England and Wales with company number 7724087).

**Specification:** any specification for the Goods/products, including any related plans and drawings, that is agreed in writing by the Customer and The BiFolding Door Company (UK) Ltd.

**Construction.** In these Conditions, the following rules apply:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors or permitted assigns.

(c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written includes faxes.

### GLASS

The type of individual panes of double-glazing and their arrangement shall in the absence of any special arrangement detailed in the contract be determined by the company. Glass used by the company in its double-glazing units shall be of a thickness and weight determined by the company's technical surveyors. The company excludes liability for optional effects attributable to natural phenomena and inherent glass flaws attributed to the manufacturer of the units to glass and glazing standards

Only from British suppliers of the highest reputation will be used in the company double-glazing units but no guarantee is given that any glass so used is perfect: SAVE AS FORESAID the company's double glazing all materials and workmanship incorporated in the factory manufacture of its sealed double glazing units SUBJECT to the conditions of the Company's separate printed guarantee forms.

All replacement sealed units into customer's existing window/door frames whether it be PCVu, timber, aluminium systems will only come with a 5 year guarantee. Any problems with the above, at time of installation whether it be broken glazing beads, damage to gaskets and locking mechanisms, will not be covered. Charges will be applied to repair if parts are available.

The company cannot accept any responsibility for any glass breakage after installation.

Integral blinds will be supplied/installed in accordance with the manufacturers parameters for slat closure and tolerance for slat closure as per manufacturing standards derived directly from EN13120. Integral blinds are not to be used specifically for black out blinds due to slat closures.

## DATE OF INSTALL

We will contact you when the products are ready for installation and agree an installation date. We will do our best to keep to this date. Sometimes, there may be a delay for reasons beyond our control for which we cannot be held responsible. If there is any type of delay, we will complete work as soon as possible.

If we cannot install the product on the date we have agreed, we will contact you and will do our best to offer you the next convenient date.

Although time is not the essence of this contract, the work will be commenced as soon as possible but liability cannot be accepted for any delay to circumstances beyond the company's control.

Where the buyer has contracted The BiFolding Door Company (UK) Ltd to install the goods, and if upon delivery of the Goods, The BiFolding Door Company (UK) Ltd is unable to install the Goods as a result of the Buyer having failed to ensure that all necessary preliminary work has been undertaken, then The BiFolding Door Company (UK) Ltd shall be entitled to the Buyer an abortive installation fee in the sum of £250.00 ("the Abortive Installation Fee"). The BiFolding Door Company (UK) Ltd requires payment of the Abortive Installation Fee must be made in cleared funds within 7 days of Delivery Date. The BiFolding Door Company (UK) Ltd will be under no contractual obligation to reattempt delivery and/or installation until such time as the Abortive Installation Fee has been paid in full.

Vary design/goods/products

The company reserves the right to vary the design and/or specification of any installation without prior notice to the customer.

## Bifolding Door Thresholds

In accordance with manufacturer's guidelines, all bifolding door thresholds shall be supplied/installed with the standard rebated weather rated threshold (unless an alternative threshold has been specifically stipulated on the order by the buyer). Where no threshold is stipulated, the standard rebated weather rated threshold shall always be used. Details/dimensions of the standard rebated weather rated threshold/alternative thresholds are available on request.

Where the doors are being both supplied and installed by the company, a survey will be carried out by the company, who will base measurements on the opening prepared /provided by the buyer, using the standard rebated threshold dimensions (unless an alternative threshold has been specifically stipulated on the order by the buyer). The company will not be responsible for amendments required to brickwork or determining finished internal/external floor levels to achieve particular up-stands of the threshold above the finished floor level. The preparation of the opening and the finished internal/external floor levels will be determined by the contractor carrying out the works of the opening, internal and external floor levels. The company shall not be in anyway responsible for the up-stand above floor levels of the threshold. The finish floor level should be clearly indicated by the buyer on the prepared opening. Where no finished floor levels are indicated, a revisit will be required at a chargeable rate set out by the company.

The company can only advise of the actual height of the standard/specific threshold stipulated by the buyer on the order. Again where no threshold is stipulated, the standard rebated threshold shall be used. Should the buyer not achieve their desired up-stand after installation, the company shall not be responsible and where additional/extra work is required to achieve the buyers desired altered threshold, the works will be chargeable at a fee set out by the company.

## GOODS/PRODUCTS

The Goods/products are described in The BiFolding Door Company (UK) Ltd's catalogue as modified by any

applicable Specification. To the extent that the Goods/products are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify The BiFolding Door Company (UK) Ltd against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by The BiFolding Door Company (UK) Ltd in connection with any claim made against The BiFolding Door Company (UK) Ltd for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with The BiFolding Door Company (UK) Ltd's use of the Specification. This clause shall survive termination of the Contract.

The BiFolding Door Company (UK) Ltd reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements or in order to conform with any manufacturing, product improvement or development plans or any safety requirements.

The Customer shall give The BiFolding Door Company (UK) Ltd advanced notice before placing an Order if the Goods/products are going to be fitted in a property which in close proximity to the sea. The Customer acknowledges and agrees that if this is the case then special finishes and hardwearing components must be used on the Goods/products.

#### ACCEPTANCE OF THE GOODS

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions and acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

The Buyer shall be deemed to have accepted the Goods at the expiry of three working days after delivery of the Goods to the Buyer.

After acceptance the Buyer shall not be entitled to reject the Goods.

#### CONTRACT

All the terms of the contract between the company and the customer are contained in the contract and these conditions and no oral or written arrangements between the customer and any agent or representative of the company not mentioned in the contract shall binding upon the company.

#### BASIS OF CONTRACT

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

The Order constitutes an offer by the Customer to purchase the Goods/products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

The Order shall only be deemed to be accepted by the earliest of (a) when The BiFolding Door Company (UK) Ltd issues a written acceptance of the Order or (b) when The BiFolding Door Company (UK) Ltd sends drawings to the Customer for approval at which point the Contract shall come into existence.

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of The BiFolding Door Company (UK) Ltd which is not set out in the Contract.

Any samples, drawings, descriptive matter, or advertising produced by The BiFolding Door Company (UK) Ltd and any descriptions or illustrations contained in The BiFolding Door Company (UK) Ltd's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods/products described in them. They shall not form part of the Contract or have any contractual force.

A quotation for the Goods/products given by The BiFolding Door Company (UK) Ltd shall not constitute an offer.

It is the customer's responsibility to tell company if the property is in the conservation area.

#### ACCESS

The customer will give access to the premises to the company, its servants and workmen at all reasonable times so that the company may complete the installation in accordance with this contract.

Prior to work commencing all area must be cleared of furniture and such as we will not be held responsible for any accidents.

Any alteration to pelmet or blinds found necessary to house double-glazing is the responsibility of the customer.

Any plaster or rendering work will be unpainted no redecorating work is included.

Upon installation it is the responsibility of the customer to disconnect or remove any wiring with reference to telephone, television, alarm systems or any electrical appliance that may interfere with window or door installation. The company cannot take any responsibility for damage of any of these items and therefore cannot be liable for any costs incurred. The customer will be responsible for re connecting any of the above mentioned. Any hidden wiring if damaged is not the responsibility of the company.

#### DAMAGE

The company cannot be held responsible for any damage to tiling or forms of décor surrounding the windows, doors and patios as every precaution is made to keep the damage to a minimum

The Company will not be held responsible for any unforeseen defects which arise in the timber, brickwork etc. which may require rectification before work is carried out. Any such defects will be pointed out to the customer and written instructions will be required from the customer before work proceeds.

The Company cannot accept responsibility for any structural defects which may occur due to age or badly constructed property, or for any consequences of actions beyond its control such as strikes, acts of God, riots etc.

The Company will make good only where necessary i.e. mortar on reveals, plaster work, rendering and cannot guarantee any match due to weathering.

The guarantee does not apply to any materials or components which have been the subject of accidental damage, damage by misuse or which have been damaged during assembly or installation by the Customer, the Company accepts no responsibility for customers own fitting or fitters. (Supply only).

#### DAMAGED GOODS

If, within 3 days of the Delivery Date, the Buyer shall discover that any of the Goods were damaged or defective on delivery, such damage or defects being the responsibility of The BiFolding Door Company (UK) Ltd, then only the following provisions alone shall apply:-

The Buyer will notify The BiFolding Door Company (UK) Ltd in writing of the alleged damage or defect within those 3 days.

Where the Buyer has notified the Seller of alleged damage or defect the Seller shall require the Buyer to make payment of any outstanding sums in relation to the Goods prior to carrying out any inspection/remedial works.

Except where the buyer is dealing as a consumer (here meaning where the Buyer does not contract as a

business) The Buyer will return, at the Buyer's cost, the damaged or defective Goods to The BiFolding Door Company (UK) Ltd for inspection

If, in the sole opinion of The BiFolding Door Company (UK) Ltd, the damaged or defective Goods are not in accordance with this Contract and should be replaced by The BiFolding Door Company (UK) Ltd, due to the damage or defect being the responsibility of The BiFolding Door Company (UK) Ltd, The BiFolding Door Company (UK) Ltd will, within a reasonable time:- replace or repair the damaged or defective Goods at its cost; deliver the replacement Goods to the Buyer at The BiFolding Door Company (UK) Ltd's cost.

If the Buyer requires an urgent replacement of defective or damaged Goods and requests The BiFolding Door Company (UK) Ltd, in writing, to replace the Goods before the Goods have been returned to The BiFolding Door Company (UK) Ltd, then the following procedure shall apply:-

The BiFolding Door Company (UK) Ltd will manufacture and deliver the replacement Goods within a reasonable time.

The BiFolding Door Company (UK) Ltd will send an invoice for the replacement Goods to the Buyer for the cost of the replacement Goods and delivery.

Upon the Buyer returning the defective or damaged Goods, if in the sole opinion of The BiFolding Door Company (UK) Ltd the returned Goods are damaged or defective so as not to be in accordance with this Contract and are the responsibility of The BiFolding Door Company (UK) Ltd, The BiFolding Door Company (UK) Ltd will issue a credit note to the Buyer for the invoice and refund the return costs of the Buyer.

#### EXTRA WORK

Where upon installation. Lintel work or further extras are required other than specified on the contract, an extra charge will be made to cover such expense

Any secondary glazing taken out will not be refitted.

The below sets out terms in accordance/conjunction to the separate company guarantee

The BiFolding Door Company (UK) Ltd may in its sole discretion offer a guarantee as set out in the separate written guarantee (Guarantee Period) on the Goods/products to a customer on terms that it shall decide and only on Goods/products that are clearly marked as The BiFolding Door Company (UK) Ltd Goods/products and carry an The BiFolding Door Company (UK) Ltd serial number or can provide proof of purchase detailing the products purchased.

The BiFolding Door Company (UK) Ltd makes no guarantee or representation that condensation will not occur or will be eliminated by the Goods/products and The BiFolding Door Company (UK) Ltd shall not be liable for any condensation.

The Customer acknowledges that whilst every attempt is made to match paint colours on the Goods/products, slight variations may occur and during the Guarantee Period such paint finishes may dull due to weathering.

The BiFolding Door Company (UK) Ltd shall not be responsible or liable for any such dulling to the paint finishes on the Goods/products.

Where available, the Customer acknowledges that the installation instructions are provided with delivery of the Goods/products and show the correct installation method and usage. An operational guide is also supplied with the Goods/products which must be passed to the customer of the Goods/products. It is the responsibility of the Customer to ensure receipt of these documents by the customer and that the operational manual is passed to the customer.

Except as set out in these Conditions, all guarantees, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

In conjunction with the company's separate written guarantee all building work of any description silicone sealants and trims will be guaranteed for a period of 12 months from the commencement date in respect of workmanship

In conjunction with the company's separate written guarantee, all moving parts, handles, letter plates are guaranteed for 12 months. Glass is guaranteed for 5 years. Conservatory roofs for 5 years, composite doors for 5 years, glass/panels within doors 5 years, PVCu is guaranteed for 10 years, Aluminium for 5 years, Easifold Aluminium 20 years.

In conjunction with the company's separate guarantee fascias, soffits, guttering and dry verge are guaranteed against discolouration and cracking for 5 years and workmanship will be guaranteed for a period of 12 months.

In the event that that manufacturer/supplier is no longer in business The BiFolding Door Company (UK) Ltd shall not be responsible in honouring the guarantee

Proof of purchase is required for your guarantee to be valid.

#### PRICE AND PAYMENT

Our representative is authorised to accept a BACS, cheque or cash with this order. Our installer is similarly authorised to accept payment when order is complete. All cheques are to be made payable to the company. It is understood that there are no agreements between the company's representative and the customer other than those embodied in this contract.

Payment of the sum of money specified in the contract shall be immediately due upon completion of the installation or delivery when goods are purchased 'supply only'. Again payment may be made either by cash, BACS or cheque; cheques shall be made payable to the order of the company and cheques or cash handed to the foreman fitter or driver, but in any case the customer must retain a copy of the contract with the payment indicated and received by the person to whom the cheque or cash was handed.

If all monies shown on invoice and contract are not paid in full, Guarantee will be invalid.

All goods supplied and fitted shall remain the property of the company until all monies due are paid. All monies are due upon completion of installation unless by prior arrangement. Outstanding monies not paid will be charged at an interest rate 7% compounded above the current bank rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

The price of the Goods/products shall be the price set out in the Order.

The BiFolding Door Company (UK) Ltd may, by giving notice to the Customer at any time before delivery, increase the price of the Goods/products to reflect any increase in the cost of the Goods/products that is due to:

- (a) any factor beyond The BiFolding Door Company (UK) Ltd's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods/products ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give The BiFolding Door Company (UK) Ltd adequate or accurate information or instructions.

The Customer shall pay the Deposit upon placing the Order.

The BiFolding Door Company (UK) Ltd may invoice the Customer for the price of the Goods/products (less the Deposit) on or at any time prior to the delivery of the Goods/products

The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim

against The BiFolding Door Company (UK) Ltd in order to justify withholding payment of any such amount in whole or in part. The BiFolding Door Company (UK) Ltd may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by The BiFolding Door Company (UK) Ltd to the Customer

#### CANCELLATION

Any contract taken out in the customer's property is issued with a 14 day cooling off period

If you wish to cancel the contract, you must do so in writing and deliver personally or send (which may be by electronic mail) The BiFolding Door Company (UK) Ltd, 102 Gainsborough Road, Warrington, WA4 6BN within 14 days, starting with the day of receipt of this notice. Notice of cancellation will be deemed to have been served on the day of posting (proof required), or in the case of electronic mail, the date it was sent.

This contract is binding on both the parties and is not subject to cancellation if contracts were not taken out in the customer's property/ or if was, it is not subject to cancellation after 7 days. The company does however reserve the right to cancel this order if upon receipt of our surveyors working detail we consider with due consultation with customer that satisfaction is not likely to be received with this installation.

In the case of any orders being cancelled after survey, minimum fee of £ 150.00 will be charged for surveying charges. But the Customer has a right to cancel the contract without any penalty, in case it is informed in writing to the company within seven days (not including Sundays or Bank Holidays).

#### CANCELLATION AND CUSTOMER'S INSOLVENCY OR INCAPACITY

8.1 If at any time after the Order has been placed the Customer cancels the Order in respect of all or part only of the Goods/products the Customer shall pay to The BiFolding Door Company (UK) Ltd the total price of the Order.

8.2 If the Customer becomes subject to any of the events listed in clause 8.3, or The BiFolding Door Company (UK) Ltd reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to The BiFolding Door Company (UK) Ltd, The BiFolding Door Company (UK) Ltd may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and The BiFolding Door Company (UK) Ltd without incurring any liability to the Customer, and all outstanding sums in respect of Goods/products delivered to the Customer shall become immediately due.

8.3 For the purposes of clause 8.1, the relevant events are:

- (a) the Customer makes any composition or voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) enters into administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986); or
- (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- (c) the Customer ceases, or threatens to cease, to carry on business; or
- (d) The BiFolding Door Company (UK) Ltd reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

8.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

#### TITLE AND RISK

The risk in the Goods/products shall pass to the Customer on completion of delivery.

Title to the Goods/products shall not pass to the Customer until The BiFolding Door Company (UK) Ltd has received payment in full (in cash or cleared funds) for:

- (a) the Goods/products; and
- (b) any other goods/products or services that The BiFolding Door Company (UK) Ltd has supplied to the Customer in respect of which payment has become due.

Until title to the Goods/products has passed to the Customer, the Customer shall:

- (a) hold the Goods/products on a fiduciary basis as The BiFolding Door Company (UK) Ltd's bailee;
  - (b) store the Goods/products separately from all other goods/products held by the Customer so that they remain readily identifiable as The BiFolding Door Company (UK) Ltd's property;
  - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods/products;
  - (d) maintain the Goods/products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (e) notify The BiFolding Door Company (UK) Ltd immediately if it becomes subject to any of the events listed in clause 8.3; and
  - (f) give The BiFolding Door Company (UK) Ltd such information relating to the Goods/products as The BiFolding Door Company (UK) Ltd may require from time to time,
- but the Customer may resell or use the Goods/products in the ordinary course of its business.

If before title to the Goods/products passes to the Customer the Customer becomes subject to any of the events listed or The BiFolding Door Company (UK) Ltd reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods/products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy The BiFolding Door Company (UK) Ltd may have, The BiFolding Door Company (UK) Ltd may at any time require the Customer to deliver up the Goods/products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods/products are stored in order to recover them.

#### LIMITATION OF LIABILITY

Nothing in these Conditions shall limit or exclude The BiFolding Door Company (UK) Ltd's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods/products Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for The BiFolding Door Company (UK) Ltd to exclude or restrict liability.

The BiFolding Door Company (UK) Ltd shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and The BiFolding Door Company (UK) Ltd's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price of the Goods/products

#### FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.



## GENERAL

### Assignment and subcontracting.

The BiFolding Door Company (UK) Ltd may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of The BiFolding Door Company (UK) Ltd.

## NOTICES

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax.

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by by fax, one Business Day after transmission.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## SEVERANCE

If any court or competent authority finds that any provision of the Contract or terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## WAIVER

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

## VARIATION

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by an authorised representative of The BiFolding Door Company (UK) Ltd.

Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Where applicable, in the event that a customer has not received the Fensa Registration Certificate, the customer must notify the company in writing within 6 months of installation

We may amend or update these terms and conditions from time to time to comply with law or to meet our changing business

These terms and conditions supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written or otherwise.

Any typographical, clerical or other error or omission in any sales literature, quotations, price lists, acceptance of offer, invoice or other information issued by The BiFolding Door Company (UK) Ltd may be corrected by The BiFolding Door Company (UK) Ltd without any liability on its part.

#### INTELLECTUAL PROPERTY

The specifications and designs of the Goods (including the copyright, design right and other intellectual property in them) shall as between the parties be the property of The BiFolding Door Company (UK) Ltd.

No right or licence is granted by this Contract to the Buyer under any patent, trademark, registered design or other intellectual property right, except the right to use or resell the Goods

The Customer hereby acknowledges and agrees in signing the contract:

- a. that he/she has carefully read and understands this Agreement.
- b. that he/she has received a true copy of this agreement and the contract showing the specification.