

## **Cantifix Limited**

### **Supply Only – Terms and Conditions**

#### **Definitions**

'Contract Sum' means the order value and cost of any variation or exceptions accepted by Cantifix.

'Component Parts' means the Goods supplied in the contract documentation.

'Order Acceptance' means the date Cantifix confirms acceptance of an order.

'Procurement' means the date components of your Contract are ordered from Suppliers

'Cantifix' shall mean Cantifix Limited.

'Customer' shall mean any company, firm, partnership, sole trader or individual that contracts for the supply of Component Parts from Cantifix.

'Contract Documentation' shall include the order, the Cantifix Guarantee, the Cantifix Quality Standard and the Cantifix Supply Only Terms and Conditions of Sale.

'Defects' means any defects and/or omissions in the Component Parts

'Acceptable Defects' are defined in the Cantifix Quality Standard.

'Parties' shall be Cantifix and the Customer.

'Cancellation Notice' means the date Cantifix is provided with notification of cancellation of the order or part of the order.

#### **Basis of the Sale**

1. The Customer agrees to purchase the Component Parts subject to clause 2. Cantifix agrees to sell the Component Parts as specified in this Contract.
2. If the Customer wishes to cancel the Contract, Cantifix will, at its discretion, be entitled to deduct a reasonable sum for work undertaken up to the date of cancellation subject to Clause 24 below.
3. Risk of damage to or loss of the Component Parts or any component part passes to the Customer at the time of collection or delivery.

#### **Customer's Obligations**

4. The Customer is to pay the Contract Sum in full, prior to collection or delivery.
5. Time of payment shall be of the essence of the Contract. The Price is subject to VAT at the rate that applies at the time of the supply of the Component Parts. If the customer fails to make any payment when due, then, without prejudice to any other right or remedy available to Cantifix, Cantifix may cancel the Contract or suspend collection of the Component Parts
6. The Customer must inspect the Component Parts on collection or delivery.
7. The Customer is obliged to notify Cantifix as soon as possible after delivery or collection and no later than 48 hours of any alleged defect in the Component Parts. If notification is not received within 48 hours, the Customer will be deemed to have accepted the Component Parts.

#### **Customer's Indemnities**

8. The Customer indemnifies Cantifix against all loss, damages, costs and expenses incurred or suffered by Cantifix in connection with or paid or agreed to be paid by Cantifix in settlement of any claim or infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other party arising from such supply.
9. All dimensions are to be provided by the Customer. Cantifix will not be held responsible for any errors/omissions in the dimensions.

#### **Cantifix's Obligations**

10. Any dates quoted for collection are approximate and Cantifix is not liable for any delay in collection of the Component Parts howsoever caused. Cantifix is not liable for damages and the Customer is not entitled to any refund in respect of the price if such dates are not adhered to unless previously agreed in writing with Cantifix.
11. No guarantee or warranty is given by Cantifix in respect to the Component Parts other than as is expressly provided in this Contract and in Cantifix's standard guarantee (the "Guarantee").
12. Cantifix shall notify the Customer once fabrication has been completed and a collection date will be advised.
13. If Cantifix receives notification of a defect in the Component Parts within 48 hours, the Component Parts should be returned to Cantifix in the original packaging if requested to do so. Cantifix will investigate the alleged defect and, if liability is accepted, will rectify the defect or replace the item at its expense.
14. In the event that a defect is notified within the refund time limits, the Component Parts should be returned to Cantifix for inspection. If this is not practical, Cantifix may arrange to inspect the Component Parts in situ. If a visit is undertaken and the reported defect is not the responsibility of Cantifix, Cantifix will charge for the cost of the visit at a rate of £55 per person per hour plus expenses and materials. If any of the Component Parts are deemed defective, Cantifix will offer a replacement or refund the amount paid equivalent to the cost of the defect.

#### **Limitation of Liability**

15. The liability of Cantifix under this contract and under the guarantee is subject to the following conditions:

(i) Cantifix shall be under no liability whatsoever:

- In respect of any defect arising from fair wear and tear, wilful damage or negligence other than on the part of Cantifix, failure to follow Cantifix's instructions, misuse or alteration or repair of the Component Parts or for any minor imperfections in the Component Parts which are inherent in the handling and manufacturing of the Component Parts;
- For any indirect, special or consequential loss or for any damage to, loss of, or costs in respect of anticipated profits, revenues, goodwill or business opportunities or the Customer's time whether by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty of common law, or under express terms of this Contract and the Guarantee or otherwise; or
- If the price has not been paid in full by the due date for payment.

- For any claims arising from incidents relating to Nickel Sulphide inclusion (NIS). NIS is a naturally occurring phenomenon in toughened glass. Heat soaking will reduce the risk of NIS but cannot guarantee to eliminate it completely. Any glass breaking as a result of NIS will not be considered a defect.

(ii) The limit of Cantifix's liability to the Customer in respect of any claim will be limited to the total amount of the Contract Sum.

(iii) Cantifix shall not be liable to the Customer or be deemed to be in breach of any obligation to the Customer under this Contract or otherwise by reason of any delay in performing or any failure to perform any of Cantifix's obligations in relation to the Component Parts if the delay or failure is due to any cause beyond Cantifix's control (a "Force Majeure Event").

(iv) Apart from the Guarantee no other warranty or representation is given or made in relation to the Component Parts and all statutory, implied or other warranties and representations (including without limitation any as to quality, fitness for purpose or due care and skill) are expressly excluded to the fullest extent permitted by law.

(v) Nothing in this clause excludes or restricts the liability of Cantifix for any death or personal injury arising from the negligence of Cantifix.

## Dispute Resolution

16. If a dispute arises between the parties, in the first instance, the Customer should advise Cantifix, in writing or by email, of the exact nature of the dispute. If the dispute is not resolved, the matter should then be referred to a Director of Cantifix in writing or by email.

17. If informal negotiations do not settle the dispute, either party has the right to instigate a claim in the relevant English Court.

## General

18. All notices and other communications that may be given under this Contract shall be in writing and shall be deemed to have been given if (a) hand delivered; or (b) if sent by first class post to the registered office of Cantifix, 3 days after posting; or (c) if by fax or email, on receipt of a legible report confirming transmission to the correct fax number or email address; or d) at such address and in such a manner as may be notified by either party to the other from time to time.

19. All variations to this Contract must be agreed by Cantifix. The terms and conditions contained in this Contract and the Guarantee apply to variations to the Contract.

20. If any part of any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

## Unwanted Purchases

21. The Customer is required to check the dimensions of the project address for access (including doors, corridors, stairs and alleyways) before placing an order. Cantifix are unable to take responsibility for unwanted purchases for any reason other than a defect.

## Products we are able to refund or exchange

22. Should you wish to return any accessory or other **non made to measure Component Parts** bought from us, we will exchange a product provided it is in fully re-saleable condition, is in the original packaging and is returned within 3 months of collection.

23. If the product returned is NOT in re-saleable condition or the packaging is damaged, we reserve the right to refuse a refund on the item or, deduct up to 50% of the original selling price from the refund amount. This does not affect your statutory rights.

## Products we are NOT able to refund or exchange

24. We are unable to offer a refund or exchange on **personalised, made to measure items** unless they are defective as set out above.

## Delivery Charges

25. The Contract price **DOES NOT** include delivery charges. The Component Parts should be collected from Cantifix at Unit 18 Garrick Industrial Centre, Irving Way, London, NW9 6AQ.

## Cancellation of Made to Order Products

26. Should you wish to cancel the order, the Customer should send a cancellation notice to Cantifix in writing or by email.

27. Should you wish to cancel your order after the date of the Contract but before procurement commences, we will charge a cancellation fee of 20% of the full selling price.

If the contract is cancelled after procurement has commenced but before collection, we will charge a cancellation fee of 85%. No cancellation refunds are possible after collection.