

## Concept Doors Limited

### Terms and Conditions (UK)

#### Terms and Conditions of Sale

##### 1. Definitions

- 1.1.** Conditions – means these terms and conditions of sale.  
**1.2.** Goods – means the goods or service which the Company is to supply in accordance with these conditions.  
**1.3.** Buyer – means the party whose order for the Goods is accepted by the Company.  
**1.4.** Company – means Concept Doors Limited (Company Number 4845450, Registered in England and Wales)

##### 2. Basis of Sale

- 2.1.** The Company shall sell and the Buyer shall purchase the Goods in accordance with any written order of the Buyer which is accepted by the Company, subject in either case to these Conditions, which will govern the contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Buyer.  
**2.2.** No variation of these shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Company.

##### 3. Orders and Specifications

- 3.1.** No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until it is confirmed in writing by the Company.  
**3.2.** No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing by the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including cost of all labour and material used), damages, charges and expenses incurred by the Company as a result of cancellation.  
**3.3.** If an order is placed and call off dates are not scheduled within 6 months of order date, the Company is entitled to re-quote due to supplier price increases.  
**3.4.** By placing an order, the Buyer accepts that all information on the door schedule issued by the Company is correct. The information on the Company's door schedule will be used for machining and assembly purposes. As such it will need to be entirely reviewed by the Buyer prior to any order being placed.  
**3.5.** The Buyer shall contact the company in writing if changes to the information on door schedule have occurred after order has been placed, but prior any call offs of Goods with changes being made.  
**3.6.** If the Buyer informs the company of changes to the information on door schedule made after call off dates have been issued, the Buyer may incur costs for materials already ordered and/or administration.  
**3.7.** Changes may alter the prices and the Buyer shall revise order, send new order or agree in writing.  
**3.8.** No materials will be ordered by the Company until we are in receipt of a valid order from the Buyer.  
**3.9.** By placing an order to the Company, you will be deemed to have accepted and agree to the terms and conditions in this document.

##### 4. Price of the Goods

- 4.1.** All quotations are, unless stated on the face thereof, open for acceptance for a period of 30 days from the date thereof, provided that the Company shall be entitled, without incurring any obligation or liability, to rescind the contracts so created within 14 days of the acceptance of a quotation by giving written notice to this effect. Any acceptance received by the Company after 30 days from the date of quotation will not constitute a valid acceptance but will be treated as an offer, which the Company may accept if it so wishes.  
**4.2.** The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost which is due to any factor beyond the control of the Company (such as, without limitation, significant increase in the costs of labour, materials or other costs of manufacture).  
**4.3.** Price is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay the Company.  
**4.4.** Prices of Goods are subject to variations if the designs and specifications alter the specifications contained within the accompanying cost schedule.

##### 5. Terms of Payment

- 5.1.** The Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods.  
**5.2.** The Buyer shall pay the price of the Goods within 30 days (end of month) of the date of the Company's invoice and the Company shall be entitled to recover the price notwithstanding that the property in the Goods has not passed to the Buyer. Receipts for payment shall be issued only upon request.  
**5.3.** If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Buyer interest and compensation (Both before and after any judgment) on the amount of overdue debt pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, Or withhold delivery of goods (part or in full) until payment in full is made.  
**5.4.** In the event of Goods being part delivered (frames or doors only going from a doorset); the Company will invoice 50% of the total value of Goods.  
**5.5.** If an account is agreed without a specified credit amount a maximum of £20,000.00 applies.

##### 6. Delivery

- 6.1.** Delivery dates are estimates only and time of delivery shall not be the essence. The Company will not accept contra-charges for labour on site should they not achieve the delivery date requested.  
**6.2.** Delivery of the Goods shall be made by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection or, if another place for delivery is agreed by the Company, by the Company delivering the Goods to that place.  
**6.3.** The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment.  
**6.4.** If the Company exercises its right to make deliveries/and or services in accordance with sub-paragraph (6.3) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/serviced.  
**6.5.** The Company shall not be liable for claims of short delivery unless the Company and the carriers are notified in writing within two working days of delivery or (in the case of non-delivery) within five working days of the receipt of invoice.  
**6.6.** The costs of abortive delivery shall be charged to the Buyer.  
**6.7.** If any Goods are ready for delivery but are held back at the Buyer's request or the Buyer fails to accept delivery the Company may require the Buyer to pay reasonable storage charges (as determined by the Company) after the expiry of seven days from the date of the Buyer being notified that the Goods are ready for delivery.  
**6.8.** Goods (doorsets) are delivered to site on pallets, all unloading by contractor. Please inform us of any delivery restrictions at the time of order.  
**6.9.** The Company allows 1 hour unloading time. Waiting time will be charged to the Buyer (per hour or parts of should 1 hour be exceeded).  
**6.10.** The Company's delivery lead times shall be clearly stated at time of order and the Buyer shall inform the Company in writing of call off dates that adhere to the lead times. Lead times do not allow for supplier shut down periods, unless clearly stated.  
**6.11.** The Buyer may incur charges if delivery date is changed and the Company is informed less than 2 weeks from original call off date.  
**6.12.** If the delivery date has been changed for a longer period than 1 month from original call off date, the Buyer may incur storage charges and the Company is not liable for the condition of materials when delivered.

##### 7. Damage

- 7.1.** The Buyer shall inspect the Goods at the place and time of delivery.  
**7.2.** The Company shall not be liable for loss or damage to the Goods during transit unless the Company and the carriers are notified within two working days of delivery.

**7.3.** The Company will not accept any report of damages if the delivery notes state 'unchecked'. It is the Buyer's responsibility to check Goods at time of delivery.

**7.4.** The Company will not accept any contra charges. The Buyer shall contact the Company to report an issue, resolutions will be discussed and an agreement will be made of how the issue will be resolved in writing between the Company and Buyer.

**7.5.** The Company will respond within 7 working days from receipt of written notification from the Buyer.

**7.6.** The Company will not accept damages that cannot be seen from a distance of less than 1 metre.

## **8. Warranties and Liability**

**8.1.** The Company warrants that the Goods are of merchantable quality and shall comply with their description subject to normal trade tolerances.

**8.2.** Any claim in respect of warranty must be notified to the Company before the Goods are used or in any case within fourteen days after delivery, or (where the defect was not apparent on reasonable inspection) within a reasonable time after discovery of the defect. If delivery is not refused and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

**8.3.** Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**8.4.** When any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods free of charge or, at the Company's sole discretion, refund to the Buyer the price of the Goods but the Company shall have no further liability to the Buyer.

**8.5.** Except in respect of death or personal injury caused by the Company's negligence the Company shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for indirect, special or consequential loss or damage (whether for loss or profit or otherwise), costs expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these conditions.

**8.6.** The Company shall be entitled to delay deliveries or reduce quantities under or cancel or rescind any contract without liability for loss or damage resulting thereon if the performance of its obligations under the contract is any way adversely affected by any war, strike, lock-out, sit-in, trade dispute, fire, flood, accident to plant or machinery, shortage of material or labour or any other case without limitation which is beyond the Company's control or which it would not be reasonable to expect the Company to control.

**8.7.** The Company is certified under the BM TRADA Certifire and Q Mark Enhanced Security and Fire Door Manufacturing Certification Schemes. The Company cannot, and will not, opine upon whether Building Control will regard the certification as sufficient for any purpose. In placing an order, the Buyer agrees to the Company providing the certification without any guarantee as to whether it will be accepted by Building Control or any other authority as evidence of compliance with the Building Regulations or other relevant standards.

**8.8.** The terms and conditions of the Company will invalidate any terms & conditions from the Buyer that may contradict what is stated in this document.

## **9. Suitability**

**9.1.** The Buyer assumes responsibility for the Goods being suitable for the purposes for which they are required.

## **10. Retention of Title**

**10.1.** The Goods shall remain the property of the Company until the Buyer has paid all sums due by it to the Company on any account whatsoever.

**10.2.** Until that time the Buyer shall hold them as bailee, store them in such a way that they can be identified as the Company's property, and

keep them separate from the customer's own property and the property of any other person.

**10.3.** Although the Goods remain the Company's property until paid for, they shall be at the Buyer's risk from the time of delivery and the Buyer shall insure against loss or damage accordingly and in the event of such loss or damage shall hold the proceeds of such insurance on behalf of the Company as trustees for the Company.

**10.4.** The Buyer's right to possession of the Goods shall cease if;

**10.4.1.** The Buyer has not paid for the Goods in full by the expiry of any agreed credit period; or

**10.4.2.** The Buyer is declared bankrupt or make any proposal to the creditors of the Buyer for a composition or other voluntary arrangement; or

**10.4.3.** A receiver, liquidator or administrator is appointed in respect of the Buyer's business.

**10.5.** On occasion of the Buyer's right to possession of the Goods in accordance with this clause, the Buyer shall at the expense of the Buyer make the Goods available to the Company to repossess them.

**10.6.** The Buyer hereby grants the Company, its agents and employees an irrevocable licence to enter any premises where the Goods are stored in order to repossess them or inspect them at any time.

**10.7.** Should the Goods become constituents in or be converted into other products while the property of the Company, such products shall become the property of the Company and this clause shall be applied thereto.

**10.8.** Nothing in this paragraph 10 shall prevent the Company bringing an action for the price of the Goods even though the property has not passed to the Buyer.

## **11. Law**

**11.1.** These conditions shall in all respects be construed and carried into effect in accordance with the Laws of England.

## Materials

### Doors

#### Veneered Doors

- Veneered doors are manufactured using a commercial grade of veneer and maybe crown/quarter or of mixed cut unless specified within the quotation. As with any natural material, colour and graining does vary and this should be expected.

Unless specified, the veneers on each leaf will not be book/split matched. The Company will do it's best to match doors at the factory with the selection received from supplier, although this may not be achievable.

The Company will not be liable for single or double doors not matching should there be variation in colour, grain etc. as this can be avoided should the Buyer opt for book/split matched doors.

Veneered doors are over-veneered with hardwood lipping's applied to the two long edges or all four edges if required.

#### Primed Doors

- Primed paint grade doors require light sanding on site and two coats of undercoat to be applied (slightly de-nib between coats). Once fully dried apply top coat. This is all to be done on site by others.

#### Groove/Panel & Glazing Options

- The Company cannot guarantee the dimensions and/or positions of groove/panel or glazing requirements are the exact size stated on documentation due to potential alignment issues.
- The Company will not take responsibility of groove/panel or glazing to be in the exact same position for every door leaf. For this reason the Company would strongly suggest groove to edge of door leaves not suitable for door pairs.

#### Lipping

- Lipping's are supplied un-finished & will require re-sealing with clear polyurethane (for veneer & paint for primed) on edges, this is to be done by responsibility of the Buyer on site after installation.

#### Double Doors

- Pairs will be supplied with square meeting stiles (SQMS) by using two standard doors. The Company does not offer rebated meeting styles. Special sizes and book/split matched pairs are available and prices can be supplied on request.

#### Leading Edge of Doors

- All doors will have a leading edge on the latch/lock edge of door. Latches/locks etc. will not be fitted to the angle of leading edge and will therefore be slightly proud one side and slightly recessed the other. This can be avoided by not having a leading edge; however, we would not advise this as you may experience clashing of door to door/frame and the Company will not be liable for this. Should you want to opt for no leading edge please specify at the time of order.

#### Edge of Doors

- Door edges will be lightly sanded down to remove the sharpness (NOT hinge edge). The Company does not offer rounded edges on doors.

#### Gaps of Doorsets

- Doorsets will be manufactured with standard gaps, 3mm to jambs/head with 18mm undercut. Different undercut gaps can be accommodated, please specify at the time of order. The undercut gap is to be modified on site to the required gap size for fire/smoke/acoustic etc. rating. This is altered by floor finish or cutting down frame legs.

#### Door Alterations

- If doors are to be altered onsite, the Company will need to be informed to confirm if what is required will affect fire/smoke/acoustic etc. rating.

#### Vision Panel in Doors

- Vision panel sizes on door schedule will be aperture size (beading will reduce visible size), unless clearly stated otherwise.

#### Door Protection

- The Company recommend door protection on all doors to avoid risk of damage, please specify on enquiry.

### Frames, Door Stops & Architraves

#### Frames

- Door frames for single 44mm doors will be assembled with doors pre-hung in frame. 54mm door frames will be assembled, but doors will NOT be pre-hung in frame due to weight.

Door frames for double doorsets will NOT be assembled, as doors will NOT be pre-hung due to size/weight and frames of that size are at risk of damage during handling/transportation if assembled.

Edges of frames will be slightly rougher than face; this requires sanding down on site – by others at the Buyers cost.

#### Door Stops

- Door stops are cut to size and supplied loose, the Company does not offer integral door stops or plant on in factory. Edges of stops will be rougher (more than architrave) than face; this requires sanding down on site – by others at the Buyers cost.

#### Architraves

- Architraves are cut, mitred and have 1nr. Hoffmann joint per leg. Architrave joints will require sanding and filling on site after installation – by others. Edges of architraves will be slightly rougher (more than frames) than face; this requires sanding down on site – by others at the Buyers cost.

#### Ironmongery

- Spindle heights are positioned at 1 metre up from bottom of the door leaf unless requested otherwise at the time of order.
- Only the ironmongery specified within the quotation is included and unless otherwise specified the ironmongery is supplied as follows for doorsets:
  - Hinges fitted 2 top, 1 bottom for 44mm doors. 2 top, 1 middle, 1 bottom for SBD, 54mm & over-sized doors.
  - Locks/latches, flush bolts, hinges and eye-viewers are supplied fitted to the doorset (lock/latch & flush bolt strike plates are not fitted on pairs).
  - SBD ironmongery to be supplied and fitted by the Company.
  - In-door closing devices are supplied loose for on-site fitting, with the door and lining pre-machined to accept the closer. (If applicable)
  - Other ironmongery (generally face fixing ironmongery) such as kick plates, handles and overhead door closers are supplied loose for on-site fixing.
- The Company will not allow for face fixed items unless clearly specified, and will not fit supplied or free issue face fixed ironmongery.
- Free issue ironmongery will need the relevant fire rating and to be supplied with applicable interdens.
- The Company will not be liable for any complications with specified or free issue ironmongery from the Buyer (i.e. latches/locks with no adjustable strike plates may cause the door to rattle).
- Once doorsets with multi-point locks are installed on site, they are not to be used as a device for keeping doors ajar (shoot bolts out whilst door is open). The bolts hitting the frame/architrave will cause the mechanism of locks to become damaged and therefore will not operate.

#### Fire, Smoke & Acoustic Seals

- Where required fire and or smoke seals are supplied either loose for on-site fixing after the door-sets have been decorated or fitted prior to decoration.
- If fire and or smoke seals are supplied loose. These will be in 2.1-meter lengths which will require cutting around ironmongery on site at the Buyers cost.
- All fire doors will have either a sticker or plug (usually top edge of leaf) as identification and evidence. This should be checked on arrival. It is the Buyer's responsibility to make sure stickers are not removed. If stickers are removed this will invalidate fire rating. In the event of doors stickers removed, the Company will need to be informed and contact door supplier. Door supplier will require visiting site and checking doors for alterations etc... If checks are successful the door supplier will supply new stickers. Any costs this will incur will be passed on to the Buyer.
- Where specified in the quotation, doors are supplied either with the acoustic threshold fitted in the door and or with the acoustic seals supplied loose for on-site fixing after the door-sets have been decorated.

#### Installation

- The Buyer is responsible for offloading the delivery, subsequent storage and relocation of the doorsets to the place of installation.

- Installation guides are on the Company's website. The Company is not responsible for incorrect installation on site. Any method of installation other than the Company's recommendations (i.e. de-hanging of doors from frames) will be the Buyer's responsibility as it increases the risk of damages due to extra handling.
- The Company does not (unless requested and accordingly charged for) include for protection of the door-sets.

**Fixing method is as follows:**

1. Remove door from pallet and place in location to be fitted.
2. Remove retaining screw from door spacer (located in bottom of door set)
3. Remove door spacer tapping off with a hammer.
4. Position door set in aperture.
5. Open door from sub frame to 90 degree's
6. Drill 5 number 6mm diameter clearance holes to each jamb starting 100mm down from the head and 100mm up from bottom of frame then 3No evenly spaced between.
7. Level sub frame head with a spirit level.
8. Plumb hinged jamb of sub frame with spirit level or plumb bob.
9. Fix in place and pack where necessary.
10. Close door and align meeting jamb for plumb and parallel to obtain an even minimum 2mm to 4mm maximum gap to door and frame. With the threshold having a maximum gap of 10mm (Please note for Fire and Smoke the threshold gap is to be a maximum of 3mm)
11. Open door from sub frame to 90 degree's
12. Remove doorstops from packaging
13. Close the door until the tongue of the latch engages with the strike plate. Push the door towards the open position until resistance is felt. Pin door stops to underside of head and two jambs. (Stops are pre-cut to size.) Be certain to leave a minimum 2.0 mm gap between doorstop and door face on hinge side of the door. This will stop the door leaf binding with the edge of the doorstop when opening and closing.
14. Remove lever handles from packaging and insert spindle in latch spindle hole. (Pre drilled) Locate lever handles onto spindle and fix in accordance with manufactures instructions.
15. Remove architrave from packaging and lay one set (two legs and a head) face down on a protected surface. Locate the plastic joining clip into the head and leg sections creating a complete set for one side of lining. Offer up to lining and pin every 400mm or stick with panel adhesive.

- Door-sets are to be adequately/securely fixed through frame into wall aperture and behind door stop as required/specified.

- On fire rated doorsets, any gap between the door frame and the wall is filled with fire retardant foam or mastic.

- Architraves are jointed with Hoffman fittings and then glued and pinned at 250mm Centre's. Joints will then require sanding and filling.

- Doorstops are glued and pinned at 250mm Centre's.

The fitting of additional ironmongery (door closers, kick plates etc.) is not included.

NOTE: Pin on outer edge of architrave into wall. Once glue has hardened it will be adeptly fixed.

All finishing works should be carried out when internal conditions are as those prevailing when the building is occupied.

Following its installation each doorset is handed-over to the customer with any keys handed to the customer or pre-arranged designate.

**Maintenance**

- At annual intervals or more frequently if necessary, inspect and lubricate all ironmongery, hinges, pivoting and sliding parts. Inspect the condition of the decorative and glazing systems on all external joinery at maximum intervals of one year and carry out remedial work as required.