ORDER CONFIRMATION

Hi Gavin Lodge,

Customer Ref:Raja

Thank you for purchasing your garage door from Tradedor, we've included the details of your order below.
If there is an issue with this order please call us on 01603 743215 or reply back to this email, with all correspondence please remember to include the following reference number 8199 and we will be happy to help.

Customer REF: Raja

Order details:

Name	Quantity	Price
TD55 Door	1	418.23

Payment Terms: Payment 30 Days

PAY NOW

Subtotal	£ 418.23
VAT	£ 83.65
Total	£ 501.88

Please be aware all finished door sizes work to a tolerance of up to +/- 6mm please take this into consideration when checking your dimensions

TD55 Door Specifications

Opening Width including Guides:2300mm

Opening Height to Top of Box: 2490mm

Guide Height: 2285mm

Drive Through Width: 2170mm

Estimated Drive Through Height: 2235mm

Customer Reference: Raja

Quantity: 1

Curtain Colour: White

Frame Colour: White

Motor Position: Right

Top Box Choice: Full Box

Barrel Choice: 60 Octagonal Barrel

Controls: Hold to Run Control Box_Genesis

Overrides: Standard Internal Manual Override

Motor Upgrade: Standard Motor

Branding: Own Brand Label

Fixing Kit: No Fixing Kit Required

Job Type: Delivery

Express Delivery: Yes

Terms & Conditions

1. DEFINITIONS

• “Authorised Representative” means a person empowered by Tradedor Ltd to represent it;

• “Contract” means the contract for the supply of Goods and/or Services made by Tradedor Ltd with You incorporating the Terms;

• “Goods” means the goods to be supplied by Tradedor Ltd under the Contract;

• “Insolvent” means unable to pay its debts within the meanings of Section 123 (Company) or Section 268 (Individual) of the Insolvency Act 1986, or ceasing to pay debts in the ordinary course of business, or being unable to pay debts as they become due, or ceasing or threatening to cease to carry on business

• “Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

• “In Writing” means any written communication, including emails;

• “Parties” means Tradedor Ltd and the Client;

• “Services” means the services to be supplied by Tradedor Ltd under the Contract

• “Supplies” means any products or goods supplied by or on behalf of You in respect of which Services are to be (or have been) performed by Tradedor Ltd;

• “Terms” means these terms, including any later modification, and any special terms conditions agreed between the Company and the Client;

• “We”, “Us”, “Our”, “Tradedor Ltd” means Tradedor Ltd, of Unit 10 & 12 Jarrold Way, Bowthorpe Employment Area, Norwich, NR5 9JD.

• “Working Day” means Monday – Friday except for any day that is a statutory bank holiday in England;

• “You”, “Client” means the party, their employees and agents seeking to purchase Goods from Tradedor Ltd pursuant to a Contract and “Your” shall be interpreted accordingly.

• “Wasted Time Rate” means the charge for wasted time at the standard rate of £1.00 (one pound) per minute up to and including thirty minutes thereafter at a charge £1.50 (one pound and fifty pence) per minute, or such charge as notified to the Client from time to time.

• “Supply Only” means goods which have been supplied from Your dimensions to be installed by You or your representative. “Fitted” means goods which have been supplied from either Your dimensions or Ours to be installed by Tradedor approved representatives.

These Terms do not apply if you are a consumer i.e. any natural person acting for purposes outside his/her trade, business or profession. Fitting Instructions and Guides about the use of the goods are available and it is your responsibility to bring this to the attention of the user of the goods.

2. THE CONTRACT

2.1 All Orders shall be deemed to be accepted verbally or by written acceptance of the Authorised Representative.

2.2 The Contract constitutes the entire agreement between the parties, and supersedes any prior agreement, written or verbal, between Us and the Client, the terms and conditions of the contract apply to the exclusion of any other terms and conditions.

2.3 Client acceptance of delivery of the Goods shall constitute full acceptance of these Terms.

2.4 Quotations should not be considered as an offer to contract, and may be withdrawn or revised at will before formally accepting an order.

2.5 Our acceptance of any order shall become effective only at the time the order acknowledgement is received by the Client. We shall not be liable for any misrepresentation made by any of our Authorised Representatives. Nothing within this clause shall avoid our liability for any fraudulent misrepresentation.

2.6 We shall not be bound by or liable for any product description or company literature.

2.7 Any claim for damages under Conditions 2.5 and/or 2.6 is subject to Condition 10.

2.8 You shall be responsible to Us for ensuring the accuracy and completeness of any order including quantities, any specific delivery dates needed, drawing dimensions, measurements, weights or specification provided by You and for giving Us any necessary information relating to the Goods or Services within a sufficient time to enable Us to perform the Contract in accordance with its Terms. If You fail to notify Us in respect of any error within forty eight hours of receipt of the order specification, We accept no responsibility for any losses or delays incurred by You. We may make changes to the specification of the Goods or Services necessary to conform to any applicable statutory, regulatory or EU requirements or where Goods or Services are supplied to Our specifications which do not materially affect their quality or performance.

2.9 Any extension, amendment or cancellation to the Contract will only be valid if made by an Authorised Representative in writing. Client shall indemnify Us of any loss or expenses incurred as a consequence of such extension, amendment or cancellation.

2.10 These Terms shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. PRICE

3.1 Prices and quotations are exclusive of VAT, which will be charged at the rate in use in the UK when they are issued, and any delivery costs if applicable.

3.2 We reserves the right to adjust the price of the Product before delivery or performance to reflect any increase in tax or cost of goods sold.

4. PAYMENT

4.1 All Supply only Goods must be paid in full prior to delivery unless previously agreed with an authorised representative of Ours, all Fitted Goods payment due on Installation and with Services prior to performance, unless credit terms have been agreed in writing, in which case invoices are issued upon delivery, installation and/or performance, and payment is due within 30 days from the day of the invoice. Payment must be made on time, in full, and without any deduction, set off or counterclaim.

4.2 Provision of the Product may be suspended until any overdue amount, whether under this or any other contract, is paid in full.

4.3 Credit conditions may be reviewed at all times at Our sole discretion. If the Client credit ratings become unsatisfactory, we reserves the right to refuse any order or Contract, or to request full or partial payment prior to delivery and/or performance, or to request Client to provide security, without any prior notice needed.

4.4 Any credit allegedly claimed by the Client may not be used to offset payment due to Us under any circumstances.

4.5 Failure to pay Us when payments become due may result in:

4.5.1 Legal action to be brought against the Client, in which case you agree to indemnify us if full for all costs (including legal costs) charges and fees that we incur to recover payment of our debt.

4.5.2 Interest to be charged at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue until payment in full is received by Us. Without prejudice to Our statutory rights under that Act, where an invoice remains unpaid beyond 75 days from the date of invoice, Our contractual late payment charges under Condition 4.6 shall also apply.

4.5.3 Debtor charges and contractual interest to be applied in accordance with Condition 4.6.
4.5.4 Immediate return of all Goods sold to the Client to which we still have title, at the Client's own expense.

4.6 LATE PAYMENT CHARGES
4.6.1 Where any invoice remains unpaid beyond 75 days from the date of invoice, the following charges shall apply automatically and without further notice, in addition to any rights We hold under the Late Payment of Commercial Debts (Interest) Act 1998:
(a) Administration Fee: a fixed administration fee of £50.00 (plus VAT) per overdue invoice, applied once at the 75-day point; and
(b) Contractual Interest: interest at a rate of RPI + 4% per annum on the full outstanding invoice value, calculated on a daily basis as (Outstanding Balance x Annual Rate) ÷ 365, accruing from the original date of invoice until the date full payment is received by Us.
4.6.2 For the avoidance of doubt: (i) the 75-day period commences from the date shown on the original invoice; (ii) contractual interest under Condition 4.6.1(b) accrues from the original invoice date, not from the 75-day trigger point; (iii) these charges are in addition to, and do not replace, any rights We hold under the Late Payment of Commercial Debts (Interest) Act 1998; and (iv) the applicable RPI rate shall be the most recently published UK RPI figure at the time the charge is applied.
4.6.3 We reserve the right to waive or reduce any charges under this Condition at Our sole discretion. Clients who are experiencing payment difficulties are encouraged to contact Us proactively before the 75-day point. We are willing to discuss alternative payment arrangements before charges become applicable; however, no such arrangement shall be binding unless agreed in writing by an Authorised Representative.

5. DELIVERY

5.1 Delivery of Goods is EX Works unless otherwise agreed. Client shall be responsible for all costs associated with shipping and unloading. If Goods are to be collected by the Client, delivery will be completed when Goods are loaded; where we have agreed to deliver the Goods to the customer's premises, delivery shall be completed once we have unloaded the Goods.

5.2 Delivery date and time are to be considered as estimates only, and can be changed at Our sole discretion. We decline any responsibility for late delivery or late performance, in which case the Client will have no right to claim a refund or to cancel the order. In case of deliveries made over multiple instalments, any claim which You may have in respect of one instalment shall not affect Your liability in respect of any other instalment.

5.3 We reserves the right to refuse to deliver the Product to sites considered to be unsuitable by the handler/haulier, in which case Condition 5.4 will apply.

5.4 It is the Client's responsibility to accept delivery and provide proper instructions and access to its premises, failure to do so will not exempt Customer from paying the invoice. For Goods, if collection is not made and/or delivery not accepted within 25 working days of the date of the invoice, We reserves the right to resell the Goods or otherwise dispose of them, charging the Client for any expense the Company may incur in this process.

5.5 Unless otherwise agreed the unloading of the Goods or Supplies is Your responsibility. If required to assist or provide unloading facilities or equipment, We will apply an extra charge.

5.6 We shall not be responsible for any losses, damages, costs and expenses incurred as a result of loading, unloading or delivering in accordance with Client's instructions.

6. INSPECTION

6.1 You shall inspect the Goods or Supplies at the place and time of loading (if collected by You) or unloading (if delivered by Us) but nothing in these Terms shall authorise You to break packaging and/or unpack Goods or Supplies which are intended to be stored before use (such inspection hereinafter referred to as "Reasonable Inspection").

6.2 Any claim for loss or damage in transit, short delivery or failure to conform to the Contract receipt of the shall be made within 3 days of the date of the receipt note, after which, the Goods or Supplies will be deemed to have been delivered in accordance with the delivery documents and You shall not be entitled to reject the Goods or Supplies or to claim a refund.

6.3 Our liability for loss or damage in transit or short delivery apparent on Reasonable Inspection is limited to supplying the Goods or Supplies as ordered and We shall not be liable for any damages whatsoever. You remain liable to pay the full invoice price of other Goods or Supplies delivered in accordance with the Contract. Any other claim for damages is subject to Condition 10.

7. INSTALLATION

7.1 If We are requested to install the Goods then, installation at the Delivery Address will be performed as soon as reasonably possible after the delivery by Our Personnel, who shall be granted full and free access to the Delivery Address and free availability of all necessary utilities and services for the

purpose of installing the Goods. The Client is to obtain all permits and authorisations that may be necessary.

8. TITLE AND RISK

8.1 Risk in the Goods shall pass to the Client when the Goods are delivered. The title to Goods supplied shall remain with Us until payment for the Goods and any other sums outstanding is made to Us.

8.2 Until such time as the title passes from Us to You:

8.2.1 You shall hold the Goods as Our fiduciary agent and bailee;

8.2.2 The Goods shall be stored separately from any other Goods and readily identifiable as Ours and You shall not interfere with any identification marks, labels, batch numbers or serial numbers on the Goods;

8.2.3 You will notify Your customer that We remain the legal owners of the Goods until title passes in accordance with Condition 8.1;

8.2.4 You may sell the Goods as principal if such sale being is made in the ordinary course of Your business and at full market value, in which case the entire proceeds of the sale shall be held in trust for Us if they cannot be paid to Us immediately, shall not be mixed with any other monies and shall at all times be identifiable as Our money;

8.2.5 If Goods are manipulated to, incorporated into or converted to New Goods, title to the New Goods shall remain with Us until title passes in accordance with Condition 8.1;

8.2.6 You will at Our request and at Your expense assign to Us all rights You may have against Your customer.

8.2.7 We may require the Goods to be delivered back to Us, or to retake possession of the Goods, in full or partially, and enter Your premises for that purpose (or authorise others to do so) which You hereby authorise.

8.2.8 You will at Our request and at Your expense assign to Us all rights You may have against Your customer.

8.3 Any property of Yours in Our possession or under Our control and all property supplied to Us by or on behalf of You (including Supplies) is held by Us at Your risk.

8.4 Until the title passes to the Client, the Client shall store the Goods and insure them for their full value.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Goods or Services shall be owned by Us.

9.2 Client may be able to use third party Intellectual Property Rights only upon condition that We obtain the appropriate licences from the IP owner.

9.3 We reserve the copyright in all Our drawings, sketches, plans, prints, pictures and other documents or data. No reproduction thereof shall be made without Our permission and neither the drawings nor reproductions thereof shall be transferred to a third party without Our permission.

9.4 No trade mark or name carried on the Goods may be erased or replaced without Our consent.

10. WARRANTIES AND LIABILITIES

10.1 Nothing in these Terms shall be construed to exclude or restrict liability for death or personal injury, if caused by Our negligence or fraudulent misrepresentation or any other liability what cannot be excluded or restricted by law.

10.2 With the exception of clause 10.1, Our liability is excluded in contract, tort, misrepresentation, losses and damages, including but not limited to:

10.2.1 Loss or damage incurred by You as a result of third party claims;

10.2.2 Loss of actual or anticipated profits;

10.2.3 Loss of business opportunity;

10.2.4 Loss of anticipated savings;

10.2.5 Loss of goodwill; and

10.2.6 Any indirect, special or consequential loss or damage howsoever caused.

10.3 Our entire liability is limited, under any circumstances, to the repair, replacement, or refund of the net amount invoiced, in the case of the Goods, and to the re-performance, in the case of Services.

10.4 In the sale of Goods, We warrant that:

10.4.1 We have legal title to sell the Goods;

10.4.2 Goods will be substantially free from defects in materials and workmanship; and

10.4.3 Goods will comply with their specification.

10.5 In the provision of Services, We warrant that they will be performed with reasonable skill and care.

10.6 Our liability under the Contract is excluded:

10.6.1 For defect in the Goods or failure in the provision of the Services apparent upon Reasonable Inspection under Condition 6.1, unless such fault is communicated to Us in accordance with Condition 6.2;

10.6.2 Unless a defect in the Goods or failure in the provision of the Services other than is covered by Condition 10.7 is discovered within 24 months of

the date of delivery of the Goods or failure in the provision of the Services and We are given written notice of such defect or failure in the provision of the Services within 15 Working Days of it being discovered;

10.6.3 Unless after discovery of the defect We are given a reasonable opportunity to inspect the Goods or to review the Services before they are used fixed or in any way interfered with;

10.6.4 For wear and tear;

10.6.5 If the defect arises from Your or a third party's negligence, mis-use, alteration or repair of the Goods or the Supplies or the Services, failure to follow British Standard or industry or Our instruction relevant to the Goods or the Supplies or the Services, storage of the Goods or the Supplies in unsuitable conditions or use of the Goods or the Supplies or the Services in abnormal working conditions.

10.7 If the Goods are not manufactured by Us or have been processed by a third party whether or not at Our or Your request Our liability in respect of any defect in or arising from the Goods will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods.

10.8 If the Goods are supplied manufactured or processed or the Services are performed to a drawing, design, measurement, calculation or specification of Yours or as approved by You or any third person nominating or specifying the Goods whether as provided in Condition 6.4 or otherwise then:

10.8.1 Subject to Condition 10.1, We shall not be liable for any defect in such Goods or the performance of Services except in the event of:

a) misrepresentation where the representation was made or confirmed in writing by Us;

b) non-compliance with such drawing, design, measurement, calculation or specification; or

c) breach of a separate written warranty signed by Us that the Goods or the Supplies are fit for a particular purpose.

10.8.2 You will unconditionally fully and effectively indemnify Us against all losses, damages, costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim for infringement of any intellectual property rights of any other person.

10.9 If the Goods are supplied or the Services are performed to a drawing, design, measurement, calculation or specification provided in writing by Us then subject to Condition 10.1 We shall not be liable except in the proportion and to the extent that such damages have resulted primarily from Our breach of Contract or negligence provided that We will not be liable under this Condition 10.10 if:

10.9.1 Material information is withheld concealed or misrepresented by You; and/or

10.9.2 The drawing, design, measurement, calculation or specification provided by Us is not in writing signed by one of Our Authorised Officers.

10.10 You will unconditionally fully and effectively indemnify Us against all losses, damages, penalties, costs on an indemnity basis and expenses awarded against or incurred by Us in connection with or paid or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods or the Supplies. This indemnity will be reduced in proportion to the extent that such losses, damages, penalties, costs and expenses are due to Our negligence.

10.11 Except as expressly provided in these Terms all warranties, conditions of other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.12 Where You resell the Goods or the Supplies to a third party and the third party brings any claim against Us, You will provide all reasonable assistance to Us at Your cost to enable Us to defend the claim and You will not make any admission, negotiate or settle any claim without Our prior written consent thereto.

11. CONFIDENTIALITY

11.1 Confidential information such as technical or commercial know-how, specifications, inventions, processes or initiatives shall be kept in strict confidence and not divulged to third parties by the party that receives it, including its employees, agents or subcontractors (Receiving Party). This Condition 11 shall survive termination of the Contract.

12. DEFAULT AND TERMINATION

12.1 In the case of:

12.1.1 Failure to pay any amount due to Us or Associated Companies on the due date; or

12.1.2 Credit limit withdrawn or reduced to a level below the amount then outstanding to Us; or

12.1.3 Client or Associated Company becoming Insolvent; or

12.1.4 Client or Associated Company's constitution undergo a material change; or

12.1.5 Client pledges by way of security for any of Your indebtedness any Goods for which title still remains with Us in accordance with condition 8; or

12.1.6 Material breach of the Contract which is not capable of remedy, or material breach of the Contract that is capable of remedy that is not remedied within 7 Working Days after being requested to do so, then all sums outstanding between You and Us under this and any other Contract between You and any of Our Associated Companies shall become immediately due and payable, and We shall be entitled to any of the following remedy, individually or jointly, without prejudice to any other right or remedy We may have:

a) require immediate payment in cleared funds of any outstanding of Our invoices;

b) require payment in cleared funds in advance of further deliveries of Goods or performance of Services;

c) suspend or cancel any further deliveries of Goods or performance of Services to You under any Contract without liability on Our part;

d) resell any Goods ordered by You to any other person;

e) without prejudice to the generality of Condition 8 exercise any of Our rights pursuant to that Condition; and/or

f) terminate this or any other Contract with You without liability on Our part;

g) charge You interest on any sum due or overdue under these Terms at the interest rate set out in Condition 4.5.2, and apply debtor charges in accordance with Condition 4.6;

h) require the return of the Goods in accordance with Condition 8.2.7

12.2 You shall reimburse Our costs including legal costs on an indemnity basis which We incur in enforcing Our rights under the Contract including but not limited to recovery of any sums due.

13. GENERAL

13.1 These Terms and Conditions and each Contract shall be governed and interpreted according to the laws of England and Wales.

13.2 Any controversy arising from or in connection with these Terms and each Contract shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

13.3 Our responsibility is excluded in case of force majeure for events beyond our reasonable control, including but not limited to industrial action, import or export regulations or embargoes, restraints or delays affecting carriers, difficulties in obtaining materials, parts, components, labour or fuel, power failure or breakdown in machinery. Should any such event occur We reserve the right to cancel or suspend by notice in writing all or any part of the Contract without incurring any liability and You will be liable to pay for any Goods delivered or Services performed prior to any such cancellation.

13.4 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach nor as a waiver of any subsequent breach of the same or any other provision.

13.5 Any written notice to be given under these Terms shall be sent by You to Us, Unit 10 & 12 Jarrold Way, Bowthorpe Employment Area, Norwich NR5 9JD and by Us to You at Your trading address.

13.6 Nothing in these Terms or a Contract is intended to create any right to enforce any of these Terms by any third party under the Rights of Third Parties Act 1999.

13.7 Termination of a Contract shall not affect rights and obligations which have already accrued at the time of termination.

13.8 You may not assign or deal in any way with all or any part of the benefit of Your rights or benefits under a Contract.

13.9 We shall have at all time the right to assign or subcontract parts of or the full Contract.

13.10 If any Condition or part of a Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from these Terms or a Contract and will be ineffective without, as far as is possible, modifying any other Condition or part of a Contract and this will not affect any other provisions of these then that provision will, to the extent required, be severed from these Terms or a Contract and will be ineffective without, as far as is possible, modifying any other Condition or part of a Contract and this will not affect any other provisions of these.