

Terms & Conditions

1. Definitions of these conditions:

(a) In these General conditions “the Company” shall mean Malpas Ltd. “The Customer” shall mean the person, firm or company to whom any quotation is addressed or with whom any contract is made. “The goods” shall mean the goods agreed to be sold and described on the despatch note. “The place of delivery” shall mean the place of delivery indicated in the quotation or contract, or so near there to as the delivery vehicle can safely get.

(b) In these General conditions any reference to the goods shall, where the goods are sold for delivery instalments include a reference to each instalment.

2. Order Acceptance: Notwithstanding any conditions printed or written on customer’s official orders, all orders are accepted on the understanding of compliance with our General Conditions of Trading.

3. Date of Delivery: The date or dates of delivery quoted or agreed by the Company are given in good faith but without obligation. The Company will not be liable for any loss, damage or delay due to the failure of the Company for any reason whatsoever to deliver or arrange for the delivery of the goods on or by the date or dates of delivery. If the Company is hindered or prevented from obtaining, transporting, delivering or arranging for the delivery of the goods by war, strikes, riots or any other cause whatsoever beyond the control of the company, the time for delivery shall at the Company’s option be extended accordingly and this clause shall apply to the new date or dates of delivery.

4. Prices: All prices quoted by the Company shall be subject to change without notice.

5. Delivery Notes and Claims: Where goods are delivered by our approved carrier or our own transport, no claims for damage, shortage, or breakage will be allowed unless advised to the Company in writing within five days of receipt of the goods by the Customer.

6. Payment: Unless otherwise agreed in writing the Customer will pay for the goods day before collection/delivery. Any discounts/credits will be taken from next newly ordered job.

7. Liability:

(a) The liability of the Company in respect of goods which are damaged shall be limited to the supply of a new part or the making good of the defective part and the Company shall not be liable for any cost whatsoever.

(b) The Company shall not be liable for any loss, damage or delay whatsoever and howsoever the same may arise or be caused.

(c) The risk in goods shall be that of the customer from the moment that the goods arrive at their premises, checked or not by customer.

8. Retention of Title Clause: The goods remain the sole and absolute property of the Company as the legal and equitable owner until such time as the customer shall have paid the Company all sums due under a contract together with all sums due to us under any other contract with us. For the purpose of recovery of our goods, we shall be entitled to enter upon any premises where they are stored or where they are reasonably thought to be stored and repossess them.

9. General: All implied conditions and warranties and other terms whether implied by statute or at common law or otherwise and whether as to quality, fitness for purpose, performance or otherwise in respect of the products and to the sale or supply thereof by the Company are hereby excluded.

FABRICATED PRODUCTS TERMS AND CONDITIONS

Under these conditions, the Company shall mean “Malplas” agree to supply you (the customer) with the goods shown in the schedule.

1- General

1.1 – The information contained on this website is for general guidance only. The company makes every effort to ensure that the information and advice on this website is accurate, however it is not comprehensive. Accordingly, the information and advice offered on this website should not be relied upon, and expert advice should be sought from an appropriate professional. The company reserves the right to change or update any website content, prices or products at any time without prior notice. Imagery used on the website is for illustrative purposes only. The colour and appearance of actual products may differ from those items shown on this website. All images, descriptive matter, specifications and advertising on the site are for the sole purpose of giving an approximate description of the goods. Full detailed

specifications are available from the company. All information on the website should be as accurate and up to date as possible. However, the company cannot guarantee the reliability, or the accuracy of the information contained within its pages. All the actions taken by the user of the website are the responsibility of the individual.

2- Pricing

2.1 – In the event a product is listed at an incorrect price due to typographical error or error in pricing information, the company shall have the right to refuse or cancel any orders listed at the incorrect price whether or not the order has been confirmed.

2.2 – All products are subject to availability and may be withdrawn at any time. If the company does not supply the goods for any reason, it will not charge for this and we will refund any money already paid. However, it will not be responsible for compensating for any other losses the customer may suffer.

4 - Ordering

4.1 All dimensions are to be supplied in millimetres and all designs should be advised if INSIDE or OUTSIDE view – all opening sizes should be stated – if not, the company will assume and not be liable if incorrect

4.2 – After order, payment and confirmations stage the production process will start after this time any amendment requests will incur a charge to cover reasonable costs involved. Lead times will be affected by at least 1 week and will be reflected in your amended order confirmation.

5- Cancellations & Refunds

5.1 – Each and every product supplied by the company is custom made and therefore non-returnable or refundable if you change your mind.

5.2 – Lead times will be confirmed on receipt of deposit for orders exceeding € 1000 or in the case of amounts less than € 1000, full payment in advance is required.

5.3 – The Company reserves the right to cancel any order without prior notice and will contact the customer to tell them of the cancellation within 10 days of receiving the order.

5.4 – If the company cancels the contract, it will refund the amount in full and any other payments made under the contract and will have no further liability to the customer.

6- Deliveries

6.1 – Site delivery will be considered on a case-by-case basis. They may incur additional cost implications to delivery charge. Malplas must be advised at time of placing order as it is subject to agreement with Malplas.

6.2 – Any time or date specified by the company as the time at which or date on which goods will be delivered is given in good faith but is given and intended as a provision only and the company shall not be liable for any loss, damage or expense arising from delay in delivery and/or installation.

6.3 – The company generally offers a 10-40 working day lead-time and will do all it reasonably can to meet the delivery period advised to you. In the case of unforeseen circumstances beyond the company's reasonable controls such as weather, traffic or machinery and vehicle breakdown, it shall contact you and agree an alternative date. The company will do it's best to meet the outlined delivery schedule but shall not be responsible for any failure to deliver ordered products within these stated time frames.

7- Damage on Delivery

7.1 – The customer should be present at time of delivery and is responsible for unwrapping and checking the products and must ask the delivery contractor to wait while it's checked.

7.2 – If there is damage present it should be signed or notified through email immediately. The company will remake any damaged parts and re-deliver. Any damages reported after a signature or email will not be accepted, and re-makes will

be chargeable. The delivery contractor will not take away packaging material but will take away damaged goods

8- Shortages

8.1 – It's the customers responsibility to sign/note the correct number of items as shown on the delivery consignment note.

8.2 – Any shortages must be notified to the driver and noted on the consignment note before a signature is given. Any shortages reported that were not noted at time of signature will not be accepted, and re-makes will be chargeable.

9- Incorrect Goods

9.1 – It's the customer's responsibility to notify the company of any incorrect goods supplied within the reasonable time of 24 hours of delivery.

9.2 – Any wrongly supplied goods that are notified after this time may incur a charge to rectify.

10- Risk

10.1 – Risk in the goods sold passes to the customer on delivery.

10.2 – The recipient of the goods is responsible for any additional lifting once the initial delivery has been made.

10.3 – The Company strongly recommends that the customer does not book in builders until the order has been received and checked.

11 - Failed deliveries:

11.1 – Should know-one be available on premises for delivery/payment your order will be returned to Malplas and we reserve the right to apply a re-delivery charge.

12- Hardware Position

12.1 – As a rule the company will fit hardware in a standard position, for example letterboxes centrally or in-line with the handle. If the customer would like any hardware fitted to a non-standard position it must be stated in the additional notes at time of order. Please contact the company for further advise.

13- Building Regulations

13.1 – The company cannot not accept responsibility for goods being installed to a property that does not meet building regulation. It is the customers' responsibility to find out what specification of door or window is required for the property.

14- Customer Installations

14.1 – All Windows and doors are checked before they leave the factory however, please recheck your goods to ensure they are the correct size and style, and operate easily. Please refer to installation instruction; For further information, please contact you're the office.

14.2 – If you are unhappy with any part of an item supplied do not begin the installation and instead report it to us.

14.3 – We cannot accept return of goods that are damaged after delivery where this is due to the negligence of the customer, the customer's installation contractor or other third party. We recommend that a competent or qualified person carries out the installation of goods supplied. It is well recognised that over 90% of remedial work is due to incorrect installation.

14.4 – If a service call is requested this will require an upfront payment of £50 + VAT. The full amount will be refunded should the frame be installed correctly.

14.5 – Always check the size of your new framework against your old frame before removing old frame.

14.6 – It is your responsibility to choose the appropriate product based upon the information contained on our web site. If you are in any doubt as to which product

to order then contact us. Weather testing/Wind loading reports are available on request.

14.7 – A product cannot be returned when it is subsequently found to be unsuitable for any reason, such as (but not limited to): the dimensions of the product are too large or too small to fit in the intended position or is in poor working order due to improper handling.

14.8 – If the customer finds the goods not to be satisfactory, we will need photographic evidence which should be sent to us. If after examination a fault is found, we will replace free of charge, however if it looks to be in poor working order due to improper handling, we may require further investigation and the customer must cover any costs in returning the goods.

14.9 – If we find the goods to be in good condition, we will consider the case closed. However, if you are unsatisfied, you can request a replacement. The company works on a strictly “credit on return” basis. For example: In order for a replacement part to be released the faulty part must be returned at the customer’s expense.

14.10 – It’s the customer’s responsibility to notify the company of where product is to be installed. If the company is aware we can help with different designs and technical information which would increase the frames’ quality for wind load bearing and other external forces. Without these details we will be unable to offer the best solution for the site conditions proposed. If issues arise following installation the company will not be held responsible.

15 - Other

5.1 The Company accepts no responsibility for errors in quotations/cutting lists/glass sizes supplied. The Customer uses these at their own risk. All details are to be checked by the Customer for accuracy and used as a guide to their own requirements, regardless of any information supplied prior to this quotation.

6.2 A payment of 50% is required for all fabricated orders upon placing order and balance on delivery or collection.