

FORTRESS SEFA LLP

TERMS & CONDITIONS OF CONTRACT

1. INTERPRETATION

In these Conditions the following words have the following meanings:

Word Meaning:

“the Buyer”	the person(s), firm or company who purchases the Goods from the Company;
“the Company”	Fortress SEFA LLP
“Delivery Point”	the place where delivery of Goods is to take place
“Goods”	any goods agreed in the Contract to be supplied to the Buyer by the Company (including part or parts of them);
“Services”	any installation, erection or other service agreed in The Contract to be supplied to the Buyer in relation to the Goods.

1. The quantities and products included in the attached quotation are the Company’s interpretation of the Buyers requirements. Whilst the Company has taken every care in the preparation of this document, the Company requests that the Buyer reads all details carefully as the Company cannot accept liability for any errors or omissions. The Buyer must ensure they are comfortable with the products offered and that they suit the Buyers operational needs.
2. Price validity is 14 days from the date of the quotation. Fitting is assumed to be within 3 months of order due to volatile material prices, if not the Company reserve the right to adjust the price in accordance with material price movements.
3. Standard payment terms are strictly 30 days from invoice date subject to a satisfactory credit approval and trading account within credit limits. If no account is in place or credit limits are exceeded a minimum of 50% deposit with order is required with balance paid on completion of installation.
4. All prices exclude VAT and are net of MCD.
5. All prices are subject to a final site survey.
6. All prices are based on work being carried out during normal working hours (Mon-Fri) with the exception of holidays unless otherwise stated.
7. Prices do not include for the removal of existing products/signs. Prices do not include for any builder’s work.

8. The price is based upon uninterrupted access to and possession of fully prepared working areas being made available to the Company during normal working hours (the Company expect to complete the job in one continuous work programme). In the event that such access and possession are not made available, or that the openings are not fully prepared to the Company's requirements for the immediate installation of the goods, charges will apply accordingly.
9. Height access equipment, where required, will be provided by the Builder. If the Company are to provide access equipment, additional costs will be chargeable which will be confirmed to the Buyer.
10. In the event of the Company not being able to commission any products during installation i.e., site not ready, no power available; there will be an additional return cost of £250 per product.
11. All mastic sealing, where applicable, will be carried out by others. Removal of protection tape, where applicable, will be by others.
12. Free issue hardware will be fitted at a cost of £45 per hour. Any delays in the delivery of such hardware that affect the programme will be charged at £55 per hour. Excludes access control devices or automatic door gearing.
13. Drawing office facility – Costs will be negotiated at the time of sale otherwise an additional cost of £45 per hour will be chargeable.
14. Induction charges – Any induction over 1 hour will be charged out at a rate of £68 per hour.
15. Where cancellations can be made without loss they will be accepted at 10% of full contract value, but it must be clearly understood that once an order has been processed a minimum cancellation fee of 30% applies. When any part of the order has been started or completed, cancellation will be charged at full contract value. Please note: cancelled goods/materials will only be held for one week. After this time the relative goods/products will be recycled accordingly. No further expense will be charged for recycling, no refunds will be given from re-use for recycling.
16. In any case where there is a variation of quantity, size, acceptance/construction of acceptable surfaces or delivery schedules, the Company retain the right to amend prices accordingly.
17. The Company cannot be held responsible for the security of any building due to any delay in completing work.
18. For information on warranties please email info@fortressglass.com
19. The Company reserves the right to withhold installation on any current site/sites if there are any overdue transactions or outstanding disputes on any previous or current contracts. At this stage the company also reserves the right to withdraw credit facilities and current contract/contracts will only continue on a Pro Forma basis.
20. Operational and Maintenance manuals will only be released upon full payment of the contract.
21. Product certificates will only be released upon full payment of the contract.
22. All orders must be confirmed in writing, either by fax, post or email.
23. Liquidated and ascertained damages are not accepted as standard company policy unless negotiated by prior agreement and if negotiated will be limited to 3% of the overall contract value.

24. Subject to any variation under clause 26 the contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document.
25. No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
26. These conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by a Director/Partner of the Company.

If any of these contract terms are unclear please email us on info@fortaxa.com.