



Terms and Conditions of Sale

1 Definitions

1.1 In these Conditions of Sale:

“the Company” means the nominated Company being Ofset Limited;

“the Customer” means any person, company or agent named as the Customer in the Order Acknowledgment or the Company’s invoice;

“Order Acknowledgement” means the Company’s order acknowledgement or, where no order acknowledgement has been despatched, the Company’s invoice. In relation to both such documents the Conditions are expressly incorporated;

“the Goods” means the product(s) which are specified or referred to in the Order Acknowledgement or Company’s invoice;

“the Contract” means the Contract between the Company and the Customer arising in accordance with the terms of Clause 2;

“End User” means the eventual user of the Products sold under a contract;

“Warranty Registration Certificate” means the certificate supplied with the products and to be returned to the Company by the End User to register his interest in the Goods for the purpose of warranty;

“Warranty” means Warranty referred to in Clause 10.

“Delivery” means Delivery as defined in Clause 5;

“In writing” or “Written” shall be deemed to include email communication unless expressly stated otherwise.

2 Priority of Terms and Conditions

2.1 These Terms and Conditions apply to all contracts for the supply and/or installation of Goods by the Company shall override any other terms and conditions stipulated by the Customer (even if submitted in a later document). No contract for the supply of Goods by the Company will exist unless and until the Company has confirmed a Customer’s order in writing (the Order Acknowledgement) or by way of an Invoice.

2.2 Ofset will deem a Contract as approved and accepted by the Customer and by the Company upon payment of 50% of the total purchase price for bespoke products and 100% payment if relevant for quick dispatch products.

- 2.3 A Contract will be deemed as complete upon dispatch of the product from the factory subject to a customer's signed acceptance and checks upon delivery if applicable.
- 2.4 These terms and conditions contain the entire agreement between the Company and the Customer. No variation of these terms and conditions will be effective unless agreed in writing by an authorised representative of the Company. No employee or agent of the Company is authorised to make any representations or give any advice or recommendations concerning any Goods unless such representation, advice or recommendation is expressly adopted or continued by the Company in writing for the purposes of a particular supply of Goods. In entering into any Contract, the Customer acknowledges that it does not rely on any such representation, advice or recommendation (whether negligent or innocent) except those expressly adopted or confirmed by the Company. This paragraph (2.4) will not apply to any representation made fraudulently.
- 2.5 The Company's price lists and advertising literature will not form any part of any Contract between the Company and the Customer. The Contract is based on the price in the Order Acknowledgement Form or Invoice.

3 Price and Payments

- 3.1 The price to be paid will be the price stated in the Company's quotation, or where an Acknowledgement of Order is issued, in the Order Acknowledgement. Carriage, freight and incidental charges will be charged as extras.
- 3.2 Unless otherwise expressly stated in writing by the Company, all prices are ex-works net prices exclusive of Value Added Tax or any similar duties.
- 3.3 Prices quoted online are valid for an 8 week period from the date of quotation.
- 3.4 The Company shall be entitled to invoice the Customer at any time dependent on the payment conditions relating to the supply. Payment of all invoices from the Company shall be made at the time and in the manner stated in the quotation / order acknowledgment or on the face of the invoice. If not so stated, the Customer shall pay the price in sterling or specified currency in cash or cleared funds prior to the despatch of the goods. The usual terms of payment are 50% deposit of the total Contract price payable upon confirmation of order and the balance payment to be paid three full working days prior to Goods despatch (but the Contract will be subject to the Terms stated on the Order Acknowledgement or Invoice).
- 3.5 If any invoice remains unpaid wholly or in any part after the due date, the Company shall be entitled (without reducing or redacting any other right or remedy it may have):
- (i) to charge the Customer interest (both before and after any judgement) on the amount remaining unpaid at the rate of HSBC UK bank base rate plus two percent per annum, until payment in full is made;
 - (ii) to suspend or cancel its delivery or installation of any Goods which are or may become outstanding (under that or any other order);
 - (iii) to be indemnified by the Customer on demand for the Company's costs incurred in connection with the collection of overdue amounts, including without limitation the cost of suspension or cancellation of any delivery; and
 - (iv) to apply any sums received from the Customer as the Company may think fit (regardless of any perpetrated appropriation by the Customer) to settle the

- Customer's accumulated liabilities to the Company (whether in relation to that or any other invoice or contract) and refuse any discount formerly allowed;
- (v) reclaim the goods;
 - (vi) take legal action to recover the debt.

4 Goods

- 4.1 Goods supplied by the Company can only be offered for resale and be resold under their brand names (and if appropriate trade marks), accompanied by any written specifications and in the packaging supplied by the company. The Customer shall impose the like condition in relation to any subsequent re-sale of the goods.
- 4.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order submitted by the Customer and for giving the company any necessary information relating to the goods or any installation within sufficient time to enable the Company to perform the contract in accordance with its terms. This includes any applicable measurements, specifications, plans and drawings supplied prior to commencement of production. This is a bespoke made-to-order product and no refund will be given if wrong information is supplied.
- 4.3 The Company shall be entitled to vary the designs and specifications of any goods to be supplied or installed by it without any prior notice provided that the variations do not materially affect the appearance, quality or performance of the goods.
- 4.4 The Customer acknowledges that the Company owns any copyright and/or unregistered design right in all design provided by the Company including without limitation drawings, specifications and articles made to those design.
- 4.5 The Company gives no indemnity in respect of any actual or alleged infringement of the patent, registered designs, design copyright or any other industrial property right relating to the Goods.

5 Delivery

- 5.1 "Delivery" means the release of Goods by the Company to either
- (i) the carrier employed either by the Customer or the Company or
 - (ii) to the address the Customer stated in the Order Acknowledgement or
 - (iii) to any other such location the Customer has notified to the Company.
- 5.2 Any despatch and/or installation dates quoted by or specified to the Company are estimates only, and do not form a Contractual term between the Customer and the Company. Unless otherwise stated on the Order Acknowledgement, carriage and delivery cost will be borne by the Customer. If delivery is to be organised by the Company, the method of delivery of the Goods shall be decided upon by the Company. Time for delivery shall not be of the essence of any contract between a Customer and the Company unless previously agreed by the Company in writing. The Company shall not be liable for any delay in delivery of any Goods, or for any loss or damage (including consequential loss or damage) arising from any such delay, however caused.

- 5.3 It is the Customer's responsibility to make all the necessary arrangements for such delivery including, without limitation, ensuring adequate access to the Customer's or other premises for delivery vehicles and employees of the Company, ensuring there is suitable lifting equipment and/or enough labour to take receipt of delivery and offload goods from the delivery vehicle, ensuring there is a responsible adult of legal age present to check the goods are in satisfactory condition and sign for receipt. The Company shall be under no obligation to deliver the goods unless the Customer makes these necessary arrangements.
- 5.4 If the Company cannot deliver the goods due to failure by the Customer to comply with this condition or for any other reason whatsoever (other than by reason of the Company's fault) the Customer is unable to accept delivery, the Company shall be entitled to place the goods in store. If goods are placed in store, the Customer shall be liable to pay to the Company (in addition to the invoice price for the goods and any interest on such price if it remains unpaid) storage charges (including insurance) at such rates as the Company shall from time to time reasonably determine and the Company's reasonable cost in redelivering the goods. If the Customer is unable to accept delivery then without restricting or reducing in any other way any other right or remedy available to the Company, the Company may sell the Goods as stated in Clause 3.4 at the best price reasonably obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price paid by the Customer under the contract or charge the Customer for any shortfall below the price paid by it under the contract.
- 5.5 For periods in excess of 14 days after the date of notification that goods are ready for collection, storage will be charged to the Customer at the minimum rate specified here or at whatever higher rate shall apply at such times in the event of cost increases. The Company shall be entitled to retain possession of any such goods stored until payment of the storage charge has been made in full. The storage rate as of 1st January 2019 is £75 per week per roof window.
- 5.6 The Customer shall carefully examine the goods on delivery and/or installation and sign for receipt. If any damage in transit has occurred prior to receipt by the Customer or there is any shortage or failure of delivery or apparent defect in Goods supplied or their installation by the Company, the Customer must give the Company full details in writing within 7 days of receipt by the Customer. Time shall be of the essence for any such notification by the Customer. If the Company does not receive any such notification as required by this paragraph, the Customer will be deemed to have irrevocably waived and abandoned any complaint and the Company will be released from all liability (whether arising in negligence or otherwise) arising from non-delivery, short delivery or such defects or in reaction to any such damage.
- 5.7 Subject to the Order Acknowledgement, the Company may make delivery by instalments. If, due to operational factors, the Company is unable to deliver the whole of the Order at one time, the Order will be delivered in instalments. The Company will not charge extra delivery costs for this. If the Customer requests the Order to be delivered in instalments, extra delivery costs will apply and Goods included in each delivery or part delivery shall be deemed to be sold under a separate contract. Neither failure on the Company's part to make any delivery in accordance with the Order Acknowledgement nor any claim by the Customer in respect of such delivery or part delivery shall entitle the Customer to reject the balance of the Goods agreed to be purchased by the Customer.

6 Risk

- 6.1 Risk of damage to or loss of any goods shall pass to the Customer at the time of
- (i) delivery by the Company to the Customer or,
 - (ii) if earlier, to a third-party carrier or when placed in store (as provided above in terms and conditions) or,
 - (iii) If the Customer wrongfully fails to take delivery of any goods, at the times when the Company has tendered delivery of such goods.

7 Returns and Replacements

- 7.1 In the event of any shortage or failure of delivery of, or any defect in, Goods supplied by the Company or their installation, the Company may, providing the Customer has notified the Company in writing in accordance with these terms and conditions. at the Company's option, repair, reinstall or replace or give the Customer credit against the invoice price of the undelivered or defective goods (in the latter case against the return of the same with their original packing and ancillary documents to the Company).
- 7.2 In the absence of the return of the relevant goods (unless otherwise agreed in writing with the Company), the Company shall have no liability whatsoever in respect of any defects in the goods. If the Company chooses to repair, reinstall, replace or give credit in respect of undelivered or defective goods or installation, that shall be in full and final satisfaction of all and any claims against it in respect of the same. Goods should not be returned to the Company prior to its authorising the same in writing (which authority is not to constitute any admission on the Company's part).
- 7.3 All returns shall be at the sole risk and expense of the Customer
- 7.4 Products can only be returned due to defects in Goods. No returns are permitted otherwise as each product is bespoke and made-to-measure.

8 Cancellation and Termination

- 8.1 A 48 hour 'cooling off' period is allowed by Ofset Ltd. whereby the Customer can cancel goods ordered without penalty within 2 working days of placing their order. Cancellation must be received with the 2 day period. For the purposes of this clause, a working day is a weekday which is not a public Bank holiday in the UK. If the Customer has already made payment for the order cancelled under this clause, the Company will refund all monies to the Customer.
- 8.2 The Goods supplied by Ofset Ltd. are bespoke and made to order. Once the two day 'cooling off' period has finished, the manufacturing process will begin and after this point, the customer cannot cancel and is liable for the full retail price of the product.
- 8.3 Products cannot be returned once delivered unless faulty as all products are bespoke and made to order.
- 8.4 In the event of "Force Majeure" including hostilities, civil disturbances, plant breakdowns, delayed delivery from sub-contractors, governmental regulations or any other cause (whether or not of a like nature) beyond the Company's control, the Company shall be entitled to elect, without compensation to the Customer, to postpone delivery of the whole

of or any part of any consignment of goods until a point in time when the Company deems it reasonable to continue the supply.

9 Indemnity – Third Party Claims

9.1 The Customer agrees to Indemnify the Company against any loss, damage, cost, claims or expenses incurred by the Company in respect of any legal liability established against the Company by a third party arising out of or in connection with any of the goods or any work or services supplied by the Company and to procure that the Customer's insurers shall in no circumstances whatsoever have any rights or remedies against the Company additional to those of the Customer.

10 Warranty

10.1 Subject as hereunder provided, the Company warrants that all Goods supplied by it are of satisfactory quality and free from defects in material and workmanship carried out by the Company.

10.2 The period of the Warranty is for life. This applies to the original Customer only unless the Goods are being supplied on a commercial basis whereupon the Company Warranty will apply to the End User.

10.3 The Company's liability under this warranty is expressly limited to replacing any Goods, which upon examination of the Goods, the Company are satisfied have been defective in Material or Workmanship supplied by the company.

10.4 Ofset Ltd. will not be responsible for defects occurring due to poor maintenance, incorrect installation or commissioning, accidental or wilful damage or failure to follow Ofset Ltd. recommended maintenance guidelines which will invalidate the guarantee.

10.5 The liability of the company in respect of Products shall be limited to the replacement of the defective Product (at the Company's Option) and the Customer shall pay for all labour, transport, freight, duty or taxes.

10.6 It will be the Customer's responsibility to correctly dispose of faulty rooflights, ideally in an environmentally friendly way. Ofset Ltd. may be able to facilitate this procedure at a cost to be agreed with the customer.

10.7 Warranty claims will only be accepted if full payment for the related products has been received.

10.8 The Company does not give any warranty in respect of the Goods except the foregoing warranty which is given expressly in lieu of and excludes all other warranties and conditions expressed or implied whether under Common Law, Statute, or otherwise, and every form of liability for loss or damage direct or consequential, or for any accident resulting from defective material, faulty workmanship or otherwise is expressly excluded except where the Company deals as a consumer within Section 12 of the Unfair Contract Terms' Act 1977 when the terms implied by sections 6 to 14 of the Sales Of Goods Act 1979 shall be implied and save in respect of death or personal injury arising directly out of the negligence of the Company.

10.9 Triple glazed units are only guaranteed for 5 years as opposed to life for double glazed.

10.10 Bespoke large multi section rooflights carry a 5 year warranty for glass/seals.

10.11 Opening rooflights carry a 2 year moving mechanism warranty.

10.12 Sliding doors or folding doors carry a 2 year mechanism warranty.

11 General

11.1 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing and shall be served when received either by email, courier or registered post at the Company's registered office.

11.2 Failure by the Company to exercise any of its rights under these terms and conditions shall not be a waiver or forfeiture of such rights. No express or implied waiver by the Company shall be construed as a continuing waiver nor shall it prevent the Company from acting upon that or any subsequent breach or from enforcing any term or condition of any contract to supply goods. No concessions granted by the Company to the Customer shall operate as a waiver or forfeiture, or shall prejudice any subsequent exercise, of its rights (whether or not the Customer shall have acted upon the same or shall have received any prior notice, withdrawing, such concession).

11.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in question shall not be affected as a result.

11.4 The Customer shall not be entitled to assign its rights to transfer its obligations under an contract for the supply of goods with the Company, in whole or in part, without the prior written consent of the Company.

11.5 The expiration or termination of any contract to supply goods by the Company to a Customer (however so arising) shall be without prejudice to any provisions of such contract (including these terms and conditions) which are to have effect after the date of such expiration or termination.

11.6 All contracts for the supply of goods by the Company to the Customer are governed by English Law and the English Courts shall have exclusive jurisdiction as regards any dispute arising in relation to the same, unless the company (at any time) elects otherwise.

11.7 Offset cannot guarantee against glass cracking post install. On very rare occasions, glass can crack due to unavoidable natural phenomena such as spontaneous breakage due to nickel sulphide inclusion or heat stress fractures that are not the fault of the manufacturer. If this occurs, Clients should claim on their house or commercial buildings insurance. Offset will quote for a replacement unit accordingly. Clients will be liable for installation fees, delivery, cranes, etc. which should be included in their insurance claim.