

## TERMS AND CONDITIONS

### INTERPRETATION

Definitions. In these conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 16.6.

**Contract:** the contract between BDC Aluminium and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods from BDC Aluminium.

**Force Majeure Event:** has the meaning given in clause 15.

**Goods:** the goods (or any part of them) set out in the Order.

**Order:** The Customer's order for the Goods, as set out overleaf.

**Specification:** any specification for the Goods, including any related plans, measurements and drawings, that is agreed by the Customer and BDC Aluminium.

A reference to a party includes its personal representatives, successors or permitted assigns.

## OUR TERMS

### 1. IN THESE TERMS

1.1 This website is operated by BDC Aluminum. As a user of this website, you acknowledge that any use of this website, including any transactions you make is subject to our terms and conditions as set out below.

1.2 What these terms cover. These are the terms and conditions on which we supply products to you.

1.3 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### Information about us and how to contact us

1.4 Who we are. We are The Bi-fold Door Company, trading as BDC Aluminum. Company Registration Number 6712673.

1.5 How to contact us. You can contact us by telephoning our customer service team at 01245 474747 or by writing to us at [sales@bdcaluminium.co.uk](mailto:sales@bdcaluminium.co.uk) or 7 Stepfield Industrial Estate, Witham, Essex CM8 3TH.



1.6 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order or enquiry.

1.7 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

## 2.0 BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer (whether online or otherwise) are complete and accurate, including any PAS24: 2016 requirements.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of BDC Aluminium which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter, or advertising produced by BDC Aluminium and any descriptions or illustrations contained in BDC Aluminium catalogues or brochures are produced for the sole purpose for the giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 A quotation for the Goods given by BDC Aluminium shall not constitute an offer. A quotation shall only be valid for a period of **30** Business Days from its date of issue.

2.6 How we will accept your order. Our acceptance of your order will take place when we email you with an Order Acknowledgment, then a signed copy of the Order Acknowledgment is returned to BDC at which point a contract will come into existence between you and us. Please note that if you require PAS24: 2016, Secure by Design it is your responsibility to state this when requesting a quote and your responsibility to check the order confirmation states, PAS24: 2016 before you return the signed order confirmation.

2.7 If we cannot accept your order or if we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because the product you have ordered is not capable of being manufactured by us, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

2.8 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

## 3.0 GOODS

3.1 The Goods are described in BDC Aluminium's Order Acknowledgement form as modified by any applicable Specification.

3.2 The images of the products on our website, brochures, leaflets and catalogues are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of



# BDC ARCHITECTURAL ALUMINIUM

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the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

3.3 Making sure your measurements and specifications are accurate. We will be making the product to measurements and specifications you have given us, you are responsible for ensuring that these measurements and specifications are correct. Please also read clause 3.4 below.

3.4 You will not be entitled to end the contract with us as a result of your failure to provide us with accurate measurements and specifications for the products and we are not able to advise you upon these matters. You should, therefore, take appropriate professional advice (for example, from an architect or engineer) before placing your order.

3.5 Certain products (for example coloured products) that are not in our general range and we will have to order them from a supplier. We have no control over the length of time it takes for the supplier to deliver those products to us and this may cause delays in the supply of your products to you (please see clause 4.4 below). You should therefore ensure that you take into account any potential delays in delivery in relation to any building or construction project timings as we will not accept any liability for any losses that arise out of delays in the supply of products for this reason.

3.6 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify BDC Aluminium against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by BDC Aluminium in connection with any claim made against BDC Aluminium for actual or alleged infringement of a third party's intellectual property rights arising out of or connection with BDC Aluminium use of the Specification. This clause shall survive termination of the Contract.

3.7 BDC Aluminium reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement. BDC Aluminium may make minor changes to the products: implement minor technical adjustments and improvements. These changes will not affect your use of the product.

3.8 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm in writing whether you wish to go ahead with the change.

3.9 Because we make the products to your specific requirements, you will not be able to make changes to the product once it has been made.

## 4. DELIVERY

Delivery costs. The costs of delivery will be included in the price of the products.

4.1 BDC Aluminium shall ensure that each delivery of the Goods is accompanied by a delivery note which shows all relevant Customer references or number, the type and quantity of the Goods. If the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 BDC Aluminium shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after BDC Aluminium notifies the Customer that the Goods are ready. All deliveries are kerbside only and the buyer is responsible for ensuring adequate access for deliveries and all unloading of products.



The Bi-Fold Door Company Limited trading as BDC Aluminium  
Company Registration Number 6712673 • VAT No. 945270418



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4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is an estimation. BDC Aluminium shall not be liable for any delay in delivery of the Goods that is caused outside our control. If our supply of the products or glass is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. An event outside our control will include:

- a) A Force Majeure Event; or
- b) The Customer's failure to provide BDC Aluminium with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods;
- c) Damage to the products or parts we receive from our supplier; or
- d) Damage to the products during transit; or
- e) You are placing an order for a particular colour or finish to a product which is not in our general range and it takes longer than usual for us to receive the same from our supplier (see clause 3.5 above).

4.5 If BDC Aluminium fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. BDC Aluminium shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure or the Customer's failure to provide BDC Aluminium with adequate delivery instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to take delivery of the Goods within three Business Days of BDC Aluminium notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or BDC Aluminium failure to comply with its obligations under the Contract:

- a) Delivery of the Goods shall be deemed to have been completed on the third Business Day after the day on which BDC Aluminium notified the Customer that the Goods were ready
- b) Collection by you. If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 8.30am and 3.30pm on weekdays (excluding public holidays). Please contact us at least 48 hours before arrival so that we have sufficient time to prepare your product for collection.
- c) If you are not at home when the product is delivered. If no one is available at your address to take delivery, we will contact you to rearrange delivery or collect the products from our premises. You will be charged for the cost of the unsuccessful delivery.
- d) If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from BDC Aluminium's premises we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.
- e) When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- f) When you own goods. You own a product which is the goods, once we have received payment in full and they have been delivered to you.

4.7 If 10 Business Days after the day on which BDC Aluminium notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, BDC Aluminium may resell or otherwise dispose of part or all of the Goods and, after reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.



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4.8 BDC Aluminium may deliver the Goods by instalment. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.9 What will happen if you do not give required information to us. We may need certain information from you, so that we can supply the products to you, for example, product specifications and your address/contact details. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 7.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

4.10 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) Deal with technical problems or make minor technical changes;
- (b) Update the product to reflect changes in relevant laws and regulatory requirements;
- (c) Make changes to the product as requested by you or notified by us to you (see clause 3).

4.11 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 11.5) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice. We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.5).

## 5. YOUR RIGHT TO END THE CONTRACT

5.1 Ending your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back), see clause 9;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 6;
- (c) If you have just changed your mind about the product. Because the product is made to your specific requirements, you do not have any right to end the contract once your order is accepted in accordance with clause 2.6.;
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 5.3.

5.2 Ending the contract because of something we have done or are going to do. If you are ending a in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) We have told you about an upcoming material or significant change to the product or these terms which you do not agree to (see clause 3.7);
- (b) We have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 6 weeks; or
- (c) You have a legal right to end the contract because of something we have done wrong.

5.3 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 5.1), we may be prepared to end the contract before it is



completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. Because the product is made to your specific requirements, you do not have any right to end the contract once your order is accepted in accordance with clause 2.6. If we agree to end the contract, we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract. In the event that the products have been made, this will be the price of the products in full.

## 6. HOW TO END THE CONTRACT WITH US

6.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Email us at [sales@bdcaluminium.co.uk](mailto:sales@bdcaluminium.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) By post, simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

6.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must allow us to collect them from you. Please call customer services on 01245 474747 or email us at [sales@bdcaluminium.co.uk](mailto:sales@bdcaluminium.co.uk) to arrange collection.

6.3 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

6.4 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described above.

6.5 When your refund will be made. We will make any refunds due to you as soon as possible and in any event within 14 days from the day on which we collect the product back from you.

## 7. OUR RIGHTS TO END THE CONTRACT

7.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) You do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;

(b) You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, product specifications and your address/contact details;

(c) You do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

7.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 5.1, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

7.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.



## 8. QUALITY

8.1 The Warranty Period is as follows:

- a) 10 years from the date of delivery for all aluminium products.
- b) 12 months from the date of delivery for all hardware and all moving parts.
- c) 5 years for glass units not misting or breaking down.

Glass units are a raw material and they go through many processes. Glass units are manmade and may have minor imperfections within (e.g. scratches, blemishes or flaws). BDC will only replace damaged units that fall outside of the Glass and Glazing Federation's (GGF) industry set standards, however, BDC will not be responsible for the refitting of damaged or defected units. The Company accepts no responsibility for any consequential loss or damage whatsoever due to any delay in installation caused by shortage of materials or other causes beyond the Company's control. Glass manufacturers will not give a guarantee covering minor imperfections. Therefore, BDC cannot be liable for any such imperfections (see Pilkington's Guidelines). Glass manufacturers' guarantees do not cover cracked or shattered sealed units. Due to regulations, Low E glass is required on all installations and as a result some units may appear "hazy" this is perfectly normal due to the coating on the Low E glass. The fitting of double glazing will not eliminate condensation. This is dependent upon the environment to the dwelling. We are unable to guarantee or warranty that double glazing will reduce or eliminate condensation. BDC will not replace units that have condensation that is not between the glass, as this is to do with the environment and not a fault with the unit. Over the course of their lifetime, it may become possible that spores and other micro-organisms will lay between the bead and the glass: this is a natural occurrence and is not covered under the guarantee. The Company cannot be held responsible for the imperfections caused by the manufacturing process of glass nor for any breakage of glass once installed. Whilst the Company makes every effort to check and validate information supplied by the customer and third parties, the Company cannot be held responsible for errors arising directly or indirectly from incorrect information supplied to them.

## 9. IF THERE IS A PROBLEM WITH THE PRODUCT

9.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us within 3 working days from delivery. You can telephone our customer service team at 01245 474747 or write to us at [sales@bdcaluminium.co.uk](mailto:sales@bdcaluminium.co.uk) or 7 Stepfield Industrial Estate, Witham, Essex CM8 3TH, BDC Aluminium will need photographic evidence to support problems.

9.2 BDC Aluminium warrants that on delivery, and during the Warranty Period, the Goods shall:

- a) conform in all material respects with their description and any applicable Specification;
- b) be free from material defects in design, material and workmanship.

9.3 Subject to clause 9.4, if:

- a) The Customer gives notice in writing and supported by photographic evidence to BDC Aluminium during the Warranty Period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 9.2;
- b) BDC Aluminium is given a reasonable opportunity of examining such Goods; and
- c) The Customer (if asked to do so by BDC Aluminium) returns such Goods to BDC Aluminium place of business at the Customer's cost.



BDC Aluminium shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

9.4 BDC Aluminium shall not be liable for Goods' failure to comply with the warranty set out in clause 8.1 in any of the following events:

- a) The Customer makes any further use of such Goods after giving notice in accordance with clause 9.3;
- b) The defect arises because the Customer failed to follow BDC Aluminium oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- c) The defect arises as a result of BDC Aluminium following any drawing, design or Specification supplied by the Customer
- d) The Customer alters or repairs such Goods without the written consent of BDC Aluminium
- e) The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- f) The Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

9.5 Except as provided in this clause 9, BDC Aluminium shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clauses 9.1 and 9.2.

9.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

9.7 These Conditions shall apply to any repaired or replacement Goods supplied by BDC Aluminium.

9.8 All guarantees are given in good faith. However, if it is deemed after a visit from a company representative that our product has been misused, tampered or damaged in anyway etc, BDC Aluminium will render the guarantee null and void, leaving any remedial work to be carried out at a pre-arranged fee which will be payable before any work commences.

## 10. TITLE AND RISK

10.1 The risk in the Goods shall pass to the Customer on completion of delivery.

10.2 Until title to the Goods has passed to the Customer, the Customer shall:

- a) Hold the Goods on a fiduciary basis as BDC Aluminium bailee;
- b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as BDC Aluminium property;
- c) Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- d) Maintain the Goods in satisfactory condition and keep them insured against all risk for their full price from the date of delivery;
- e) Notify BDC Aluminium immediately if it becomes subject to any of the events listed in clause 12.2; and
- f) Give BDC Aluminium such information relating to the Goods as BDC Aluminium may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.



10.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.2, then, without limiting any other right or remedy BDC Aluminium may have:

- a) The Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- b) BDC Aluminium may at any time:
  - i) Require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
  - ii) If the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 11. PRICE AND PAYMENT

11.1 The price of the Goods shall be the price set out in the written quotation.

11.2 BDC Aluminium may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- a) Any factor beyond BDC Aluminium control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- b) Any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- c) Any delay caused by any instructions of the Customer or failure of the Customer to give BDC Aluminium adequate or accurate information or instructions.

11.3 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT Invoice from BDC Aluminium, pay to BDC Aluminium such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

11.4 You must pay a 50% deposit for the Goods at the time that you place the order.

11.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against BDC Aluminium in order to justify withholding payment of any such amount in whole or in part. BDC Aluminium may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by BDC Aluminium to the Customer.

## 12. CUSTOMER'S INSOLVENCY OR INCAPACITY

12.1 If the Customer becomes subject to any of the events listed in clause 12.2, or BDC Aluminium reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to BDC Aluminium, BDC Aluminium may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and BDC Aluminium without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

12.2 For the purposes of clause 12.1, the relevant events are:



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- a) The Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- b) The Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangements with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- c) (being a company) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- d) (being an individual) The Customer is the subject of a bankruptcy petition or order;
- e) A creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- f) (being a company) An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the customer;
- g) (being a company) A floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- h) A person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- i) Any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2 a) to clause h) (inclusive);
- j) The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- K) The Customer's financial position deteriorates to such an extent that in BDC Aluminium opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- l) (being an individual) The Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

12.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 13. LIMITATION OF LIABILITY

13.1 Nothing in these Conditions shall limit or exclude BDC Aluminium liability for:

- a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b) Fraud or fraudulent misrepresentation;
- c) Breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- d) Defective products under the Consumer Protection Act 1987; or
- e) Any matter in respect of which it would be unlawful for BDC Aluminium to exclude or restrict liability.

13.2 Subject to clause 13.1:



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- a) BDC Aluminium shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising or in connection with the Contract; and
- b) BDC Aluminium's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 75% of the price of the Goods.

## 14. OUR RESPONSIBILITY FOR LOSS AND DAMAGE SUFFERED BY YOU

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987

14.3 We are not liable for business losses. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4 BDC will only replace damaged units that fall outside of the Glass and Glazing Federation's (GGF) industry set standards, however, BDC will not be responsible for the refitting of damaged or defected units. The Company accepts no responsibility for any consequential loss or damage whatsoever due to any delay's installation caused by shortage of materials or other causes beyond the company's control.

## 15. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

## 16. GENERAL

### 16.1 Refunds.

- a) How we will refund you. We will refund you the price you paid for the Goods by the method you used for payment. However, we may make deductions from the price, depending on the reason for the Contract coming to an end.



b) When your refund will be made. We will make any refunds due to you as soon as possible and in any event within 14 days from the day on which we collect the Goods back from you.

## 16.2 Assignment and Subcontracting.

- a) BDC Aluminium may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of BDC Aluminium.

## 16.3 Notices

- a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or email.
- b) A notice or other communication shall be deemed to have received: if delivered personally, when left at the address referred to in clause 16.2 a); if sent by pre-paid first class post or recorded delivery, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the couriers delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 16.4 Severance

- a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- b) If any invalid, enforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 16.5 Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.6 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

16.7 Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by BDC Aluminium.



16.8 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including not-contractual disputes or claims), shall be governed by, and construed in accordance with English Law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

## 17. HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) To supply the products to you;
- (b) To process your payment for the products; and
- (c) If you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

17.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

17.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

17.4 All in accordance with GDPR (General Data Protection Regulation).

## 18. OTHER IMPORTANT TERMS

18.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer, you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

18.2 You need our consent to transfer your rights to someone else (except that you can always transfer our 10-year guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if following an inspection of the product by us, we are not satisfied that the product has been well maintained or is in a poor condition. However, you may transfer our 10-year guarantee to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing evidence of their identity and address.

18.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

18.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking



# BDC ARCHITECTURAL ALUMINIUM

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steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

18.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.



The Bi-Fold Door Company Limited trading as BDC Aluminium  
Company Registration Number 6712673 • VAT No. 945270418

