



Account Application Form

Business Details

Contact:

Name of Business:

Business Address:

Postcode: Mobile:

Tel: Fax:

Email:

Company Registration Number:

Type of Company: Private Ltd Public Ltd Other (please specify)

Customer Service Supervisor – Greta Baciunaite – EXT 203 - greta.baciunaite@commonfield.com

Customer Service Administrator – Kathy Fulcher – EXT 205 – Kathleen.fulcher@commonfield.com

Accounts / Finance Manager – Jacqueline Wynne – EXT 207 – Jacqueline.wynne@commonfield.com

Transport Manager – Ilian Stanev – EXT 214 – ilian.stanev@commonfield.com

Tel - 01582 697750 opt 1.

Fax - 01582602439

sales@commonfield.com

accounts@commonfield.com

www.commonfieldtradesupplied.com

Terms and Conditions

In the following conditions "the Customer" shall mean the purchaser of the goods and "the Company" shall mean Commonfield Services Limited, unless otherwise agreed in writing. In placing an order, the customer shall be deemed to accept and abide by the conditions set out hereunder.

Scope

These conditions apply to all products and services provided by Commonfield Services Limited, unless otherwise agreed in writing.

Orders

1. All orders must be in writing and the Customer's company details must be correct, before any order can be processed.
2. Verbally placed orders shall not be binding upon the Company or the Customer and will not be processed until written confirmation is received.
3. Any changes to orders must be made in writing. Changes can be made up to a maximum of 48 hours after the order acknowledgement has been received by the Customer. Changes after the 48-hour period may be made at the discretion of the Company and charges may be applicable. In the case of production being completed, the full cost is to be borne by the Customer.
4. Written confirmation can be received by post, fax or email of facsimile.
5. In the event of written confirmation going astray, the onus of proof or receipt of such confirmation rests with the Customer.
6. The Company accepts no liability for any loss causes due to misplaced, mislaid or non-received orders. It is the customer's responsibility to confirm order receipt.
7. Cancellations: must be confirmed in writing and any cost incurred by the Company shall be the Customer's responsibility.

Payment

1. Estimates and quotations are given in good faith from information provided by prospective Customers and shall not be binding upon the Company until it has received and accepted an official order in writing.
2. The Company reserves the right to revise quoted prices prior to accepting an order. Any incurred charges in the event of any changes in our costs and/or prevailing conditions, 28 days after the accepted order, would be charged as an extra.
3. Account payments: Accounts are due 30 days from date of invoice. The Company reserves the right to enforce any stop/credit control system to ensure continued payments. In the instances where no account facility exists, goods shall be offered for sale on a proforma basis.
4. Proforma payments: Full payment is required up front before production can begin.
5. The property in goods supplied by the Company shall not pass to the Customer until the Company has received full payment for such goods. The Customer shall hold goods as Bailee for the Company. Such sums shall not be treated as paid until all cheques, bills or other instruments of payment have been honoured in accordance with the Company's terms.
6. For the Company's Price Match Promise, please refer to the Price Match Policy.

Manufacturing

1. All glass supplied by the Company shall be supplied in accordance with BSEN 12600:2002 Class 2B2.
2. Manufacturing timescales will be given in good faith and will fluctuate dependant on demand, work load and machine availability; however, no responsibility will be entertained in the event of the Company's failure to produce goods to a previously agreed date.
3. Some of the Company's suppliers of toughened glass products, stamp a registered safety mark near the edge of the glass. The safety mark being a functional item should not be considered decorative in any sense. Claims relating to the stamp being upside down, reversed, smudged or an inappropriate colour will not be entertained.
4. Unless otherwise specified in writing, all Commonfield speciality glass doors achieve BS EN 12600:2002 Class 2B2 through the application of a polypropylene safety film or by toughening or lamination. The primary purpose of the polypropylene backing is to provide a level of safety; the aesthetic appearance of the safety backed side is of secondary importance and although on most occasions the safety backed side will be visually acceptable to most people, on some occasions air bubbles, dust particles, smudging and scuffing (caused by application rollers) may be visible on or under the safety film. When and where they arise, these visual imperfections are an unavoidable consequence of the safety backing process and in no way whatsoever impair the safety performance of the film. As the safety film is applied by the glass producers, Commonfield Services has no control over the visual appearance of the safety backed side of its speciality glass and can therefore make no guarantee whatsoever in this regard.
5. As with most painted surfaces, our glass products may vary in colour from batch to batch.

Delivery

1. Whilst we make every effort to effect delivery as soon as goods are ready, in accordance with pre-arranged dates, no guarantee is to be implied as to delivery dates. Nor will the Company accept responsibility for loss, damage, special travelling or labour arrangements occasioned by delay in delivery howsoever caused.
2. In the event of cancellation or alteration the delivery time shall run from the new set of instructions and not from the original order date. Should the revised delivery date not be acceptable to the Customer, it shall be the Customer's decision to continue with the order or order elsewhere. This is no way obligates the Company to charges in respect of extra costs for obtaining goods from other sources.
3. Delivered goods must be checked on arrival and signed for. If goods are signed for this means that the Customer has accepted the goods in good condition and any damage will be the responsibility of the Customer. Any defects, damage or discrepancies to the goods must be noted at this point.
4. If goods are unable to be checked on arrival, after every effort has been made, they must be signed for and kept where delivered. A maximum period of 24 hours will then be allowed for any defects, damage or discrepancies to be reported to the Company.
5. No liability will be accepted for any failure of or delay in performances which is due wholly or partially to restriction by an act of God, government or other competent authority strikes, lock-outs, failure in our anticipated supply of raw materials, machinery breakdown or to any other cause whatsoever beyond our control.
6. The Customer shall have no right to damages or to cancel the order for failure, for any cause, to meet any delivery stated. In cases where the Customer requests delivery to a specific site, the onus is on the Customer to ensure that the goods have been delivered before incurring site costs.
7. On occasions where delivery is undertaken by an outside carrier, rather than the Company's own transport, there may be additional costs charged for extra packaging that may be required by the carrier.
8. Goods delivered by an outside carrier must be checked on arrival and if damaged they must not be signed for or accepted but returned to the Company. If goods are signed for this means that the Customer has accepted the goods in good condition and any damage will be the responsibility of the Customer.

Damages

1. In the event of any material workmanship proving defective, we are prepared to rectify or replace such material but our liability in respect of or consequent on any such defect, whether in original or replaced material or workmanship, is limited as aforesaid and does not extend in any circumstances to cover other expenditure incurred nor any consequential damage or loss of profit.
2. The Company shall be afforded the right to view such works and take such measures as deemed necessary to rectify such defects. The rectification period shall be no less than the original delivery period and is also limited to the original order. Supply only items will be replaced upon a supply only basis while supply and fix items will be replaced and rectified at our cost.
3. Shortages/Damage: We shall not be liable for any shortages or damage alleged to have occurred at the time of despatch of the goods unless: - a) a claim is made within 24 hours of receipt of goods by the Customer or b) it is proved that the shortage/damage existed upon despatch.
4. Exceptions to the reporting period of 24 hours are at the Company's discretion.

Guarantee

All items of guarantee shall be encompassed by the Warranty available under separate issue.

Changes to Terms and Conditions

We reserve the right to make changes to these terms and conditions from time to time.

Jurisdiction

The proper Law of all dealings under these terms is English law and will be concluded in the English language and will be subject to the exclusive jurisdiction of the English courts.