



TERMS AND CONDITIONS

Terms of Sale

Porte Domani Ltd sell our goods to you (the customer who placed the order) on the terms set out below. No other terms shall apply between us. No work will be undertaken, or order made on verbal instruction. Confirmation by email or hard copy is essential with receipt of 50% deposit, before we can place your order.

Lead times are estimates and not a firm date of arrival for goods. Various factors affect the supply of goods.

If your order is particularly time critical, please notify us in writing of your timeframe and we will confirm whether we accept your order on this basis.

We cannot guarantee continuity in product (i.e. timber colour, grain, panel sizes etc. may vary). To avoid mis-matching products please order all goods for a project in one go.

Prices of individual products do not include delivery charges (where applicable).

Defects

Defects in any of the goods comprising part of a delivery or contract shall not entitle you to cancel such contract or refuse delivery of the remainder of the goods. Replacement or credit will be the limit of our liability under this contract.

Due to the vagaries of the printing process and the natural qualities of timber, colours in our catalogue are for guidance and may not be exactly replicated in the final product.

We shall not be held responsible for any incidental work or expenses arising due to any defect in our product or failure to deliver within an estimated time frame.

A collection charge will be applied if we are requested to arrange the transportation element of any return.

Sizes

Any measurements, dimensions, weights, colours or other details contained in any catalogues or samples etc. are only given as an approximate guide and no warranty is given that goods as delivered will correspond exactly with such descriptions etc. in the foregoing aspects.

Porte Domani Ltd. reserves the right to alter our manufacturing suppliers, construction methods and price without notice.

Call Out Charges

Please note that if there is a requirement for one of our staff to be called out to your premises to review an issue, we reserve the right to make the following charges in advance of the call out at the following levels.

A call out charge of £100.00 per hour plus travelling expenses. £75 per hour after the first hour.
We will fully reimburse all call out charges if there is found to be a manufacturing issue.

Payment Terms

50% deposit (non-refundable), and the remaining balance will need to be paid before delivery. Prices are quoted exclusive of VAT. The current VAT rate will be added to your invoice. Prices are subject to alteration without prior notice. Orders are accepted at the prices applying at the time of order.

Any unpaid balance shall be due prior to shipping in cleared funds. All items must be paid for in full prior to delivery or collection. The title of goods remains with Porte Domani Ltd. until full payment has been made.

Should any items no longer be required, the deposit will be retained and the balance owing invoiced for settlement within 28 days of date of invoice.

Once all quotations are given and all orders are accepted on these terms which supersede any other terms appearing elsewhere, and override or exclude any other terms stipulated or incorporated or referred to by the Buyer whether in accepting or purporting to accept any such quotations or in making or purporting to make any written order or in any negotiations and any course of dealings established by Porte Domani Ltd and the Buyer.

Late Payment of Commercial Debts (Interest) Act 1998.

Any late payments over 30 days late will be subject to interest charges set out in the above act. This is currently 8% + Bank Of England base rate.

For more information see:

<http://www.legislation.gov.uk/ukpga/1998/20/introduction>

Refunds, Cancellation and Deposits

No cancellation of any order will be allowed. Deposits are non-refundable.

All Porte Domani doors are made to order and therefore are non-returnable and no credit can be given. A deposit of 50% of the total value of any stock item or custom-made order is required at the time of ordering. If the order is cancelled the deposit will be retained to contribute towards covering our costs.

Order Confirmation

Please check your order invoice and or quote and any production drawings provided carefully in their entirety. Contact us immediately by email or phone if there are any corrections required. The information on our documentation is what is provided to the factory for production. When you are satisfied that everything is correct, please sign the Order Confirmation. An acceptance by email is also permitted.

Orders are non-cancellable and non-refundable once an order has been confirmed and cannot be amended.

Delivery Service

Any time or date given for delivery is an estimate only and there shall be no liability arising from the consequence of any delay. No exact time of day can be stipulated for delivery. We will deliver during business hours. Responsibility is accepted for delivery to the customers address only. No responsibility for shortages or damages will be accepted unless notice is received in writing within 3 days of delivery of the goods.

We can deliver anywhere Worldwide. All delivery charges are subject to change without prior notice. Once your goods have arrived you may collect from our Depot if you prefer.

We will contact you when we have the goods in stock and give you a delivery date and arrange fitting (where applicable).

Porte Domani Ltd will not be liable for any claims arising as a result of delayed deliveries due to strikes, material shortages, weather conditions, customs checks, damages or any circumstances beyond our control. We accept no liability if costs are incurred by booking a carpenter before checking and receiving all goods.

Where part deliveries are required, an additional delivery charge will apply for each additional delivery. Additional delivery charges are to be paid in advance.

Customers with smaller orders are expected to arrange for assistance once the delivery has been offloaded. Customers with larger orders are expected to arrange for a forklift lift facility or hands on assistance to help to offload the delivery. A delivery driver should not be expected to assist in any offloading or transporting of products. It is entirely at the driver's discretion to assist in offloading a delivery.

The Company shall not be liable for any delay in performing or failure to perform any of its obligations in relation to the Goods arising from circumstances beyond its control.

Non-exhaustive illustrations of such circumstances would be Act of God, war, riot, explosion, abnormal weather conditions, fire, flood, strike, lockout, Government action or regulations, delay by suppliers, accidents and shortages of materials, labour or manufacturing facilities.

For international deliveries on signing for the product(s) at the point of collection or delivery, your agent is confirming as your representative that the goods have been provided and received satisfactorily.

Deliveries that are made on our own vehicles will be made to a ground floor location only we are unable to carry the items up or down stairs. Deliveries made via a third-party courier will be on a kerbside only basis.

We are unable to make changes to or cancel a delivery with less than two working days' notice; a failed delivery will still apply at the rate quoted to you and a new delivery charge will be made for redelivery.

In the event that you have been informed of the delivery date but on arrival delivery is not possible e.g., there is no-one on-site to receive it, the delivery charge will still apply, and a new charge made for redelivery.

If your delivery has been made by courier, please note that once you have signed the receipt confirming that the goods have arrived in good condition, we are not able to progress any claim for damaged products. We cannot proceed with a damage claim if you have written "Unchecked" on the Delivery Note; you MUST thoroughly check the entire delivery before signing as accepting the goods.

In the event that you have been informed of the delivery date but on arrival delivery is not possible e.g., there is no-one on-site to receive it, the delivery charge will still apply, and a new charge made for redelivery.

It is customer's responsibility to ensure that access for goods purchased is unobstructed i.e. by door widths, stairs, etc. We therefore do not accept liability for consequences due to restricted or obstructed access.

Partial delivery, damaged or faulty goods

In the event of a partial delivery only or partial completion of an order due to one or more items comprising that order being defective or damaged and not accepted by the customer or delayed, then payment shall be due proportionately for that part of the order which has been delivered or which is not defective or damaged.

CHECK YOUR GOODS

From the point of your order being delivered, you have 3 working days to check your goods.

Within 3 Days You Must:

- Advise us of any damage you observe to the packaging of the goods or to the goods themselves via email.
- Check that the goods delivered match your order exactly including the size ordered.
- Remove all packaging and check every delivered/collected item for damage and/or manufacturing faults.

It is important that you check your doors for any of the following possible faults, before commencing any alterations/installation:

- Visible damage i.e. scratches, dents or chips.
- Warping or bowing beyond a 6mm tolerance. (Non-standard doors have a higher tolerance)
- Scratches on glass
- Wrong door model or size supplied.
- Scratches on glass (if supplied).
- Two odd doors supplied where the order specified a matching pair.
- The above are examples of potential faults/errors but this list is not exhaustive.

Please note that our Factory Pre-Finished Doors should not have any visible defects or damages when viewed in natural daylight from a distance of 0.5 metres or above. In rooms where there is no daylight, scratches should be viewed in artificial light from a fixed wall or ceiling outlet not from portable equipment such as a torch.

It is important that you thoroughly check your doors for any of the following potential faults, prior to commencing any alterations AND BEFORE BOOKING A TRADESMAN.

STORAGE

We will store items for up to fourteen days after they become available for delivery or collection. Beyond this we reserve the right to charge a storage fee of £100 a week for each pallet of up to 15 doors stored. If you are concerned by this aspect due to a large project requiring a longer timescale, please discuss a phased call off plan at the point of ordering.

WE CANNOT BE HELD RESPONSIBLE FOR THE FAILURE TO SUPPLY WITHIN AN ESTIMATED LEAD TIME AND YOU SHOULD NOT BOOK A TRADESMAN UNTIL YOU HAVE RECEIVED AND FULLY CHECKED YOUR GOODS.

PRIVACY

Porte Domani Ltd will not share any information with third parties in relation to marketing. Contact information will never be shared without consent. Porte Domani Ltd may share some information with companies relevant to an ongoing project. For example, if a French Polisher needs to come in for repairs, the construction site address would be given in that instance.

WEBSITE IMAGES AND COLOURS

Images and timber colours on our website and in our brochures are used to represent the design of the doors. Designs and colours of the images should not be taken as a true reflection of the doors that we would deliver. We would always advise you to visit our showroom for a better representation of colour and design.

Timber is a natural product and therefore is liable to colour variations. Manufacturers and suppliers try to colour match the timber in each door but are not able to give a guarantee that one door will match another.

HOW TO CARE FOR AND PROTECT YOUR DOOR

Every door is guaranteed for 12 months from the date of purchase against faulty materials or manufacture, providing it is stored and treated in accordance with our recommendations.

FAILURE TO COMPLY WITH THE PROCEDURES BELOW WILL INVALIDATE YOUR WARRANTY.

It is most important that prior to fitting, the door must be treated correctly. For Exterior Doors both front and rear surfaces, the sides and both top and bottom edges and any cut outs (locks, letter plates, hinges etc) must be treated with a branded finish or paint suitable for this purpose. Interior Doors front and rear surfaces if delivered unfinished, sides, top and bottom must be treated with a branded finish suitable for this purpose.

Timber is a naturally grown material subject to changes due to variations of humidity, temperature and sunlight. It is therefore vital that particular attention be paid to the top and bottom edges where the grain is most exposed and where moisture can easily penetrate causing swelling, splitting and warping. Open joints will occur if these areas are not properly treated.

Where a width or height reduction is necessary, always take equal amounts off both sides. A bow of 4mm along the length of the door shall be deemed to be within the manufacturer's tolerances for a standard size door of ~1981mm High.

WE CANNOT REPLACE A FAULTY DOOR IF ANY ALTERATIONS HAVE BEEN CARRIED OUT.

Storage

Store in a cool, dry atmosphere and keep flat. Do not store or hang in a newly plastered room or suddenly expose to central heating or other forms of direct heat, including radiators which can cause warping or bowing.

Finishing

Wood Finishes

Variations in tone and grain configuration may occur in finishes with base or real wood veneer. Exposure over time changes the origin tones especially in direct sunlight.

Anodised Finishes

Anodized products are produced using an electrochemical process on various wets using a very small quantity of aluminium for each production run (as opposed to lacquering with a commercially codified powder) and therefore by their very nature have a finishing tolerance range that must always be taken into consideration. It is impossible to run a wet of anodization for every single project.

Above all, anodized leaves the "grain" of the aluminium visible and this means that, based on the inclination and cut of the various extrusions, the refraction and impact of light can create different effects on aluminium profiles.

Variations or shades of colour are part of the characteristics and beauty of anodised products and are a feature of anodization, rather than a weakness or fault. Matching anodized products to perfection is nearly impossible.

White primed:

We supply primed doors for on-site finishing by others. Primer prevents the final finish from being absorbed into the door and provides the perfect application surface for finishing. These doors will be a smooth finish with no grain showing unless otherwise specified. A primed door is not a finished door, and you should expect to see some imperfections. Typically, any primed woodwork will need to be caulked and sanded. Caulk adheres better to a primed surface, so it's important the door is primed first, then caulked later. All surfaces will have to be sanded and vacuumed before applying the new paint.

If your order includes a frame and/or architrave and skirting, these will be supplied paper wrapped which are a much higher quality than just primed MDF. Primed MDF when machined can be slightly furry or rough especially when primer is applied and requires more rubbing down and preparation by the decorator to achieve a high-quality smooth finish. Paper wrapping will provide a smooth finish over the MDF especially where it has been machined with any detail or moulding. The smoother finish provided by the paper wrap which is designed to be painted over therefore required less topcoats to achieve a good quality finish.

Porte Domani Ltd are not responsible for any defects with the finishing when supplying an unfinished door that is treated by others.

It is vital that the finishing treatment, stain or paint, be applied to the front and back of ALL (internal and external) doors PRIOR to hanging if supplied unfinished. When decorating an unglazed door, the glazing beads must be removed prior to the door finishing products being applied to both door and beads.

Ironmongery:

Some of our brass finishes are described as 'living finishes'. This means they will develop their own individual patina over time as they react with their environment. Some colour and texture variation should be expected as these finishes are created by hand.

Once installed a number of factors such as handling age and environment will lead to gradual wear and oxidation, resulting in each piece developing a unique character and elegance. This is a natural process and is a feature not a fault of the base material or finishing technique.

MAINTENANCE

Regular maintenance will ensure your door stays in good condition for many years. Check the condition and if appropriate apply the finishing materials in accordance with the manufacturers' instructions.

The placing of an order by the customer shall indicate acceptance of these Terms and Conditions and their reasonableness.

INSTALLATION

Unless otherwise stated by The Company, The Customer must provide a clear working area for The Company's delivery and work area. The Customer is responsible for an adequate power supply, artificial lighting and provide secure and dry storage and stored flat.

Ensure doors are not hung in damp or newly plastered rooms and exercise caution when fitting on newly screeded floors or when the doors will be exposed to extremes of heat or humidity, i.e. conservatories, close to radiators, inside double-glazed porches etc.

Doors fitted on kitchens and bathrooms should be well-ventilated to prevent prolonged periods of exposure to moisture.

PLEASE NOTE: WE WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE CAUSED, FOR EXAMPLE SPLITTING, CRACKING ETC., IF DOORS HAVE BEEN HUNG AND NOT PROPERLY PROTECTED FROM MOISTURE PENETRATION.

All joinery supplies should be kept by The Customer in a dry place. If supplied un-coated, they should be primed or stained immediately on receipt. Any subsequent cut surface must be primed or stained before fixing in position. The Company accepts no responsibility for effects incurred to the goods if the goods are supplied un-coated and if the goods remain un-coated when exposed to weathering elements. If the customer purchases the goods un-coated or oiled, then no guarantees are made by the company in respect of the expected life of the goods.

The Company shall carry out its work on a continuous basis during normal working hours and The Company's price is fixed accordingly. If special visits have to be made to the site or work has to be carried out in an uneconomical manner, or if time is lost or additional expenditure incurred due to The Company's operative being denied access to or waiting on site or having to return to the site to commence or continue work. The Company reserves the right to make an extra charge to cover such cost.

The Company's prices are subject to the site being in reasonable distance of the site of the work. The company reserves the right to make additional charges should their workers require overnight accommodation to complete the work. The Customer must ensure that The Company are able to access the site easily. Parking must be provided or paid for by The Customer or parking permits obtained. Congestion charges must be paid for by The Customer where applicable. The Customer must take full responsibility for rubbish clearance. The Company shall only install the goods into fully prepared openings that have the correct tolerances allowed and solid structural sides all round to enable a level, firm and secure fixing of the goods; these include steel, solid brick, concrete and structural timber beams or lintels. If The Company cannot install the goods due to incorrect opening sizes, no tolerances allowed, openings not being of a structural sound quality to enable level, firm and secure fixing, disruption by other trades or obstruction e.g., scaffold being directly outside or inside the opening aperture, 100% of the quoted fitting cost will be liable. The Company reserves the right to incur additional costs to The Customer for re-attending the site to complete works. If an opening has to be adjusted in any way to enable the goods to be fitted the making good of the structure is the responsibility of the customer.

On completion of a fitting a demonstration of the operation and adjustment will be made. No further visits to site will be made to adjust any product without payment to The Company.

If a return visit to the site is requested a minimum payment plus VAT (amount will depend on where the site is) will be made to the company, this payment will be refunded if the company agrees that the responsibility of any works is theirs.

Unless previously agreed The Company reserves the right to photograph the installation of any products. The photographs remain the property of The Company who reserves the right to use the images in any company literature. Any unauthorised reproduction of any photos will constitute a breach of copyright.

Please Note: by fitting, finishing or making any alterations, the doors will be deemed to have been accepted as supplied. No claims – either relating to damage or faulty manufacture- will be entertained on any product that has been altered in ANY way. It is up to YOU, the customer to check the goods NOT the person fitting the products.

RESPONSIBILITY

The Company's workmen are instructed to exercise due care and attention in completing their work and The Company will not accept responsibility for damage to the fabric or the contents of the buildings or the work of other trades however caused.

The Company will not be liable for any fixing charges incurred by The Customer arising from any goods or materials or work done proved to be defective or delayed and shall not be responsible for any additional overheads, administrative expenses, contractual penalties or other cost, claims and demands arising from The Customer's obligations to any third party and due indirectly or directly to any defects or delays in the goods or materials supplied or work done by The Company. The Customer accepts that it is their responsibility to insure against these risks.

Any alleged shortage, delay, damage or defect shall not constitute valid grounds for The Customer to delay payment in respect of the goods delivered and for the avoidance of doubt The Customer shall be required to pay for all goods and material supplied.

QUALITY

The goods or materials supplied are on the basis that they conform to the written descriptions contained on the order or confirmation where supplied. No warranty can be given that the goods or materials supplied conform to the sketch plans or drawings provided to The Company by The Customer or to illustrations or descriptions in catalogue or trade literature.

In the event that The Company provides estimates of quantities or measurements on the basis of drawings and/or Bills of Quantities and/or specifications submitted by The Customer, The Company accepts no liability for inaccuracies in the estimates or calculations.

Any goods manufactured to the design or specification of The Customer, or its experts or detail taken off plans supplied by The Customer are produced without warranty of any kind except their compliance with the design or specification. The Customer will unconditionally fully and effectively indemnify The Company in respect of any claim, cost or expenses, losses or demands resulting there from including the infringements of patent, copyright, design, trademark or any industrial or intellectual property rights resulting from The Company's use of the said design or specifications.

Confirmed orders are based on the plans and specifications supplied by The Customer where applicable. The Customer shall check the specification and quantities quoted and shall be deemed to have accepted the specification and quantity specified when placing the order. The Company will not accept responsibility for incorrect specification and quantity supplied by The Customer. The Customer is deemed to be fully conversant with the nature and performance of the goods and materials supplied to it including any harmful, hazardous or dangerous effects resulting from their usage or misuse and shall not be reliant in any way upon the advice, skill or judgement of The Company or its servants, agents or employees who are not authorised to make any representations concerning the goods whatsoever other than those confirmed by the Chairman or Director of The Company in writing.

To the extent that any third-party goods or services supplied to The Company validly excludes, restricts or limits its liability to The Company in respect of goods or materials supplied or any loss or damage arising in connection therewith then the liability of The Company to The Customer in respect of such goods and materials shall be correspondingly excluded, restricted or limited. The Customer shall be entitled to receive details of any such exclusion, restriction or limitation upon request to The Company.

If the materials are supplied to The Customer of a specified grade no warranty is given that the grade will be suitable for the purposes required by The Customer.

ENFORCEABILITY

Should any provisions of these terms and conditions be held by a competent authority to be invalid or unenforceable in whole or in part then the validity of the remaining provisions shall not thereby be affected.

JURISDICTION

This contract shall in all respects be construed and operate as an English contract and in conformity with English Law and The Company and The Customer agree to submit to the jurisdiction of the English Courts.

EXTERNAL FITTING GUIDELINES

Removal of existing door and frame:

- Recess frame 10mm back from face of brickwork or to match the existing framework.
- Work to a 10mm tolerance (unless aperture is not square)
- Position only doorbell and alarm to customer requirements
- Leave site clean and tidy.

Requirements:

- All personal belongings should be removed from the work area.
- A dry area should be made available in the case of inclement weather.
- All ironmongery should be ordered in good time and be on site on fitting start date.
- Require power within 3 metres of the worksite.
- Require clear 2 metre working space around the aperture.
- Require no other tradesmen working within the area.
- Require all openings to be the correct size.
- Require full approval of drawings and complete payment.
- Where a finishing trim is available, we will install to the outside only.
- Require access to be made available for products to be taken to the point of installation.
- Require suitable or relevant parking permits.
- Require the customer to ensure all relevant planning and building permissions are in place.

The following are services that Porte Domani Ltd does not offer as part of their installation service:

- Make new openings or alter existing openings.
- Any building works other than those agreed in the sales confirmation.
- Connect/re-connect any doorbell, alarm sensors or electrical wiring of any kind.
- Mastic or fill any gaps over 10mm externally.
- Mastic internally.
- Make good any old hinge or latch/lock cut-outs.
- Remove/reposition door stop, unless part of the installation package. In this instance old doorstops will be used where possible, new will be fitted if necessary.
- Take responsibility for dimensions or sizes not taken by ourselves.
- Take responsibility for the condition of the surrounding brickwork/masonry.
- Take responsibility for any structural approval that is required.
- Take responsibility for any injury cause to pets or children, who are not being correctly supervised.
- Take responsibility for bad weather conditions that stop us installing.
- Guarantee matching veneers for paired doors.
- Trim or cut doors beyond manufacturer's recommendations.
- Take responsibility of the damage that may be caused when removing architraves, skirting and frames.
- Make good any decorating whatsoever.
- Accept any costs incurred due to delays of any kind.

External doors: Once work has started on an external door it will need to be completed before starting on the next opening.

Customer Acceptance

Name

Signature