SIMONSWERK GROUP

T&C - GENERAL TERMS OF SALE OF SIMONSWERK UK

(Version: 30.10.2025)

I. General

All tenders and quotes submitted and orders accepted solely upon and subject to the following terms and conditions to the exclusion of all other terms and conditions except such (if any) as are specifically accepted by SIMONSWERK UK (hereinafter “the Company”) in writing. Acceptance of delivery will be conclusive evidence of acceptance of these terms and conditions.

II. Quotations and Prices

Quotations are submitted on the understanding that goods supplied will be invoiced at prices ruling at the date of despatch unless otherwise agreed in writing by the Company. Prices are liable to increase without notice, but every effort is made to notify our regular Customers. All prices stated are excluded VAT.

III. Orders

All orders must be confirmed in writing, otherwise the Company will not be responsible for any errors.

IV. Carriage UK Mainland

All orders having a Net value of £200 and over are sent by normal road transport carriage paid. All orders with a Net value below £200 will be subject to minimum carriage surcharge of £8.00. Goods requested sent direct to site addresses, are sent providing the Customer accepts full responsibility in any loss or non-delivery. Northern Ireland as above £300 Carriage Paid Eire as above £500 Carriage Paid Channel Islands as above £300 Carriage paid.

V. Delivery Promises

These are given in good faith and will be adhered to, as far as possible, but no liability will be accepted for loss which may result from late delivery or subsequent unforeseen delays. Goods offered ex-stock are subject to them being unsold on receipt of confirmation.

VI. Cancellation and Amendments

a) Cancellation of an order cannot be accepted, or goods returned for credit, unless previously agreed in writing by the Company. The seller reserves the right to refuse cancellation of an order if it is part or wholly made, alternatively, to claim from the buyer the cost of work already completed.
b) No amendment of any order shall be binding upon the Company unless the same shall be received and agreed in writing.
c) Stock items can be returned only by agreement with the Company and shall be subject to re-stocking charge usually 20% of the goods value. Goods must be returned with an advice note giving specific dates and invoice numbers.

VII. Loss or Damage in Transit

If a consignment is lost or damaged in transit the Company must be notified in writing within 7 days to enable us to claim from the carrier. Goods will be replaced provided written notification is given within 7 days of despatch.

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Legal form: Limited
Registered number: 01318326
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VIII. Inspection

The Customer shall inspect the goods immediately on arrival thereof and shall note shortages or damage on the delivery note and give written notice to the Company with details of any claim within seven days from such arrival. If the Customer should fail to give such notice within the said period the goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to accept and pay for them accordingly.

IV. Retention of Title

a) Title and property in the goods supplied by the Company shall remain vested in the Company until the price of the goods and all other money due from the Customer to the Company on any other account or group Company account has been paid in full. Acceptance of our terms and conditions, as stated in item 1 above is deemed compliant and accepted in full by placing an official purchase order.

b) Title to property of goods supplied by the Company to a carrier for transport, shall remain vested in the Company (not withstanding the delivery of the Goods and the passing of the risk in them to the Customer) until the price of the goods has been paid in full.

c) Until the title to and property of the goods pass to the Customer the following provisions shall apply:

i) The Company may, at any time without prior notice to the Customer repossess and re-sell any Simonswerk goods, whether or not these goods match the description on unpaid invoices, up to the value of all unpaid invoices.

ii) The Company reserves the right to unrestricted entry for all their employees / agents to the Customers premises and any other location for the purpose of removing the goods, at any unspecified time.

iii) The Customer shall store goods in a proper manner and ensure they are clearly identified as belonging to the Company and agree to give entitlement to inspection of all the Company goods.

iv) The stipulations within the Company's retention of title are in addition and do not limit or restrict any other rights the Company may have in accordance with existing provisions.

X. Payment

a) Strictly Net - Payment within one month following month of invoice.

b) We reserve the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgment as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason the Late Payment of Commercial Debts (Interest) Act 1998 does not apply interest shall be payable on overdue amounts at 8% over the Bank of England Base Rate from time to time.

c) Without prejudice to our right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998, if, for any reason any payment is not made when due the Company reserves the right to be paid on an indemnity basis any costs the Company incurs in recovering any money due under this contract (and the costs of recovering such costs) including the Company's administrative costs and any costs incurred with lawyers or debt collection agencies. The Company's administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating the Company's administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.

XI. Patents, Registered Designs and Copyright

We expect our Customers to accept full responsibility for infringement of the above which may result from the Company making products to our Customers drawing or samples, and to indemnify the Company against any claim which may arise as a result of doing so. In accordance with our policy of ongoing product improvement we reserve the right to modify or amend without notice the specification of any of our products.

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XII. Liability

a) The Company's liability whether in respect of one claim or in the aggregate arising out of any contract shall not exceed the purchase price payable under the contract, and does not cover any refitting costs incurred and is on a replacement basis only.

b) Except as specifically provided in these Conditions, no liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss to any person, firm or company or for loss of profits or production arising out of or occasioned by any defect in or failure of goods or parts thereof supplied by the Company.

c) Force Majeure The Company shall be under no liability for any delay, loss or damage caused in part by Act of God, Governmental restriction condition or control or by reason of any act done or not done pursuant to trade dispute whether such dispute involves the Company's employees or not or by reason of any other act matter or thing beyond the reasonable control of the Company.

XIII. Guarantees (UK Only)

All Guarantees are subject to hinges being fitted in strict accordance with the fitting instructions enclosed in every box of hinges. Surface finishes are applied to a high standard but due to differing environmental conditions, finishes cannot be guaranteed.

XIV. Law

All contracts or orders are deemed to be entered into England and shall be governed and construed in accordance with English Law.

XV. Recall Policy

The Company reserves the right to recall any items supplied if it deems necessary to do so regarding safety. A letter would be sent out informing Customers of any such recall and collection would be arranged by the Company.

XVI. Foreign Trade Legislation

a) The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or the Republic of Belarus or for use in the Russian Federation or the Republic of Belarus any goods supplied by the Company.

b) The Customer shall undertake its best efforts to ensure that the purpose of paragraph a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

c) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph a).

d) Any violation of paragraphs a), b) or c) shall constitute a material breach of an essential element of the relevant agreement, and the Company shall be entitled to seek appropriate remedies, including, but not limited to:
    i) termination of this Agreement; and
    ii) the Customer shall bear full civil, administrative, or criminal liability for such violation.

e) The Customer shall immediately inform the Company about any problems in applying paragraphs a), b) or c), including any relevant activities by third parties that could frustrate the purpose of paragraph a). The Customer shall make available to the Company information concerning compliance with the obligations under paragraph a), b) and c) within two weeks of the simple request of such information.

f) By accepting the Company's offer, by entering into any contract and/or by accepting any goods from the Company, the Customer agrees that it will not deal with the goods and/or documentation related thereto in violation of any applicable export or import control laws and regulations.