

Terms & Conditions

1. DEFINITIONS

- “Supplier” means Ali Systems Limited
“Customer” means the person, firm or company who enters into a Contract with the Supplier
“Services” means the work carried out by the Supplier.
“Contract” means the contract for services of the Supplier made between the Supplier and the Customer to which these Conditions apply.

2. FORM OF CONTRACT

- (a) No contract shall be binding on the Supplier until the customer has sent the Supplier the order and the Supplier has sent its written acceptance, in the form of order acknowledgement sheets, of such order to the customer.
(b) These conditions apply to every contract and shall prevail over (i) any and all prior representations and (ii) any inconsistent terms or conditions contained or referred to in the customer's order, or in correspondence or elsewhere, or implied by law, trade custom, practice or course of dealing, unless specifically agreed to in writing by the Supplier. Any purported provisions to the contrary are hereby excluded.
(c) A quotation or tender by the supplier does not constitute an offer and the Supplier reserves the right to withdraw or amend the same at any time prior to the Supplier's acceptance of the customer's order.
(d) The sending by the customer of its order shall be deemed to constitute an acknowledgement that the contract thereafter constituted has not been induced by any representation save such as may be specified in the contract.

3. SPECIFICATIONS

- (a) The Services shall be performed by the Supplier in accordance with specification(s) designated by the Customer's order being such specifications as are detailed by the Customer to the satisfaction of the Supplier and contained in the customer's order.
(b) No specification(s) may be modified, added to or otherwise altered after the Supplier has sent its written acceptance of order to the Customer except where such modification, addition or other alteration is notified by the customer in writing. The customer shall, on notifying the Supplier, be deemed to agree to pay to the Supplier such increased price as the Supplier may charge under Clause 4, below.
(c) The Supplier shall be deemed to have fulfilled its obligations where the Services performed by the Supplier under the contract result in a deviation of no more than [2] per cent from the specification(s) designated.

4. PRICES

- (a) The price(s) payable by the Customer under the Contract shall be either (i) the price(s) agreed with the Customer and noted by the Supplier in its acceptance of the Customer's order or (ii) such increased price(s) as may be charged by the Supplier at the time of despatch of the products to the Customer. The Supplier reserves the right at any time to revise any price(s) to take account of any notification made by the Customer under Clause 3(b) above and/or increase costs including (but not limited to) costs of machinery, materials, carriage, labour and overheads, the increase or imposition of any tax, duty or other levy and any variation in exchange rate.
(b) All prices quoted for supply only are quoted ex works.
(c) Unless otherwise stated, price(s) are exclusive of V.A.T. which the customer shall be additionally liable to pay to the company.

5. TERMS OF PAYMENT

- (a) All prices are quoted net and payment of amounts outstanding on invoices shall be made in cash without any deduction or set-off so that payment shall be received by the Supplier no later than 30 days of the date thereof. In the event of any such payment becoming overdue any and all other invoices submitted by the Supplier to the Customer shall immediately become due and payable. With prejudice to any other right or remedy available to the Supplier interest shall be payable on all overdue accounts at the rate of [8] per cent per over base rate per month to run from the due date until receipt by the Supplier of the full amount whether or not after judgment.
(b) The Supplier reserves the right to repossess by way of security any products provided under a Contract in respect of which payment is overdue under Clause 5(a) hereof and in this connection the Customer (i) agrees to return in good condition and at its own expense any products provided under the Contract in respect of which payment is due and/or (ii) hereby grants an irrevocable right and licence to the Supplier's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours for the purposes of effecting such repossession.
(c) The Supplier shall be entitled to exercise a possessory lien against products which have been repossessed and/or against any other product of the Customer for the time being in the Supplier's possession under any contract.
(d) Where any product which has become the subject of a possessory lien remains in the Supplier's possession and the subject to a lien for a continuous period of 30 days the Customer shall be deemed to have waived all rights in respect thereof and title to all such products shall vest in the Supplier who shall be entitled thereafter to exercise full rights of ownership in respect thereof and, in particular, to retain or dispose of such products (whether for reward or otherwise) as it may in its absolute discretion think fit without being liable to account to the Customer therefore.
(e) The Supplier shall not be obliged to perform any Services in respect of any products which have been the subject of a possessory lien hereunder.

6. MANUFACTURE PERIOD

- (a) Any estimate given by the Supplier of any period of time during which services might be performed by the Supplier is approximate only and not of any contractual effect.
(b) Where the customer fails to supply products to the Supplier under a contract on any date agreed with the Supplier, the Supplier reserves the right to revise any estimate previously given under (a) above and if provision of products is delayed for a period of 7 days or more to terminate the Contract in its entirety with immediate effect by giving notice in writing to the Customer.
(c) No materials will be order or manufacture commenced until your approval of our order acknowledgements has been received.

7. DELIVERY/COLLECTION OF PRODUCTS

- (a) Any delivery dates mentioned in any quotation or tender provided by the Supplier or in its written acceptance of the Customers order or elsewhere are approximate only and not of any contractual effect and the Supplier shall not be liable to the Customer on any particular date or dates.
(b) Products shall be deemed to have been delivered to the customer upon transfer to the carrier named by the Customer or, where no such carrier has been nominated, upon the Supplier notifying the Customer that the product is available for collection.
(c) If the contract involves more than one delivery of products to the customer and default is made in collection of any product by the Customer, the Supplier shall have the right to suspend all or any further services and/or deliveries of products pending collection and shall have the further right to terminate the contract in its entirety with immediate effect by giving notice in writing to the Customer.
(d) If the Supplier performs all or any part of the Service under the contract and the Customer for whatever reason refuses or fails to take delivery of products, the Supplier shall be entitled to immediate payment of the price(s) payable under the Contract and all Products for the time being in the possession of the Supplier shall

8. INSTALLATION

- (a) The time, planning and installation prices have been calculated on the basis of working without interruption. In order to ensure a smooth running installation, the site must be prepared according to the Suppliers specifications. Aborted installation or waiting on site due to circumstances beyond the Suppliers control may be subject to additional charges.
(b) The Supplier begins manufacture of the products, and planning of the installation date after receiving your order confirmation, any signed drawing(s), plus any confirmed sizes and finish details. In case you are forced to postpone the installation date, this must be confirmed to the Supplier in writing at least one week before the planned installation date. The new installation date must be agreed upon between the two parties.
(c) Approval for the installation must be signed for when the installation has been completed. The validity period of the one year defects warranty starts from this date. All return site visits for adjustments of closer speeds or locks etc. are not included in this defect warranty and may be charged for separately.
(d) If we have issued this proposal without carrying out a full site survey, we may need to survey prior to manufacture of any materials. Following the survey any additional items that may be necessary will be subject to incurred costs.
(e) The Supplier will not take responsibility for any plumbing, electrical or building works. It is the responsibility of the Customer to arrange for the removal and reinstallation of any items fixed to the units or frames that are being replaced or fitted at their expense.
(f) In the case of a door installation, the floor has to be completely finished and perfectly level all around the door. In the case of swing doors it will be necessary to ensure that the floor is finished and level for the complete swing arc of the door(s).