



PVCu / Windows / Doors / Conservatories

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TERMS AND CONDITIONS OF SALE

- PARTIES.** In these terms & conditions the vendor, BISON FRAMES (UK) LTD is referred to by the abbreviation BISON and any other party with whom Bison contracts for the sale of goods or services is called THE CUSTOMER.
- RISK.** The customer shall be responsible for all risk in the goods sold as seen, as they are delivered to the specified delivery address, whether or not this is the customers own address, or as soon as they are collected from Bison by the customer or his agent.
- TITLE.** Notwithstanding that the risk in the goods sold has passed on to the customer, goods shall remain the property of Bison until paid for in full by the customer. Bison reserves the right to repossess goods not paid for punctually or as agreed between Bison and the customer. The customer shall for that purpose afford Bison or its agents access to any premises where the goods may be situated. Bison or its agents shall be entitled to enter upon those premises for the purpose of making the repossession.
- DEFECTIVE GOODS.** Bison at its absolute discretion, will either replace, rectify or supply replacement parts for any goods supplied to the customer, which in the opinion of Bison are not in accordance with the contract, or have failed in accordance with the guarantee, except any such goods which the customer or anyone acting on his behalf has signed to say that the goods were received in good condition, in which case liability attributable to Bison shall only cover goods which in the opinion of Bison were not manufactured in accordance with the contract. Where a carriers note has been signed by the customer as "unexamined", this endorsement shall not have the effect of making Bison or the carrier responsible for any shortfall or damaged or defective goods subsequently discovered. In any case the liability of Bison shall extend to no more than the purchase price of the goods in question and shall under no circumstances include any direct, indirect or consequential loss or damage whatsoever.
- GUARANTEE.** Frames carry a 10 year guarantee against major discolouration and weld separation (not due to mishandling by the customer or his agents). Locks, handles, hinges, letter plates or any other furniture, carry the suppliers guarantee to Bison, or are guaranteed for a period of one year from date of purchase whichever is the greater. Letter plates, handles and hinge covers are not guaranteed against discolouration, or any form of cosmetic damage due to general wear and tear. Maintenance procedures are available on request. Hermetically sealed units carry the manufacturers five year guarantee. However any units made up using tinted, coated, or toughened glass, or any type of decorative glass, such as leading, bevells, stains, films or suchlike, are not guaranteed to be free from minor imperfections or scratches due to the nature of the manufacturing process. The company uses only high quality glass but does not undertake that it will be free from minor imperfections (ie bubbles, blisters, or fine scratches etc) which result from the process of its manufacture. In the event of a dispute Bison and the customer agree to adhere to the specification and tests recommended by the Glass & Glazing Federation which includes objective tests to assess the intrusiveness or otherwise of any blemish or mark on or within the glass. Plastic and Polycarbonate roofing sheets are not covered against climate changes which cause the structure of the materials to break down or change colour, nor are any such materials guaranteed against penetration of insects or misting or mould growth between the chambers of the sheets. PVCu door panels used are the closest colour match available from our suppliers, but it may not be possible to colour match perfectly. All panels carry the suppliers one year guarantee. Condensation may be caused by a number of different factors. Bison does not warrant that condensation will be reduced or eliminated by the installation of any of its products. In the event of a claim being accepted under the terms of this guarantee, Bison, at its sole discretion will either rectify, replace, or supply replacement parts which it deems to be defective. This guarantee does not cover the cost of removal or re - installation of any defective goods, nor will Bison accept any liability for any form of consequential loss arising from the repair, removal, or re - installation of any such goods. This guarantee is between Bison and the customer who originally purchased the goods and is not transferable. Goods are provided on a supply only basis and we provide no warranty to the end user.
- ORDER ACKNOWLEDGEMENT.** Upon accepting an order Bison will only commence manufacture after the Customer has returned a duly signed copy of the order acknowledgement. It is the customers' responsibility to thoroughly check all details contained in this document prior to signing. The customer upon signing the order acknowledgement accepts the terms and conditions of sale.
- ASSISTED SURVEY.** In the event of Bison carrying out an assisted survey on behalf of the customer, the responsibility lies with the customer for all dimensions and any other information relating to the subsequent order. Under no circumstances whatsoever will Bison accept any responsibility and the customer should check thoroughly any dimensions etc.
- NOTIFICATION.** The customer shall notify Bison immediately of any discrepancy, shortfall or damage to the goods supplied. Any claim made under 4 above shall in any case be made to Bison within 2 days of delivery or collection.
- LATE DELIVERY/NON DELIVERY.** In no circumstances whatsoever shall Bison be liable for any loss, whether direct, indirect, or consequential, due to goods not being delivered by any specific time or date. Delivery times are given in good faith, but shall not be binding and may on occasions be affected by circumstances beyond our control.
- SUITABILITY.** No goods are sold by Bison as being fit for any particular purpose since conditions of use are beyond our control. No goods shall be ordered, nor will they be supplied on a sale or return basis.
- CUSTOMER'S LIABILITY.** In requesting delivery onto premises other than the customer normal delivery address, or ordering a delivery vehicle off a public road in order to make a delivery onto any site, the customer shall accept responsibility for any damage to the goods supplied, any person or vehicle or property, resulting from this action howsoever caused. Unloading delivery vehicles is the responsibility of the customer and they shall be liable, where diversion of a prearranged delivery or extended waiting times causes additional transport costs to Bison.
- PAYMENT.** Bison no longer accepts cheques. Bison reserves the right to pass on to the customer any bank charges incurred as a result of dishonoured payments and to charge interest at 10% above Santander's current interest rates on overdue payments.
- INTERPRETATION.** These terms and conditions shall be deemed to be the basis of any contract entered into with Bison for the sale of any goods or services and shall be construed in accordance with English laws where the customer invoice address is in England and in accordance with Scottish law in all other cases.
- ACCEPTANCE.** It will be considered Acceptance once the customer has signed the required delivery note and/or paid for the product in full and has not notified Bison as per point 8.