

FULL TERMS & CONDITIONS

TERMS & CONDITIONS OF SALE, MANUFACTURE & INSTALLATION

1. CONTRACT FORMATION AND ACCEPTANCE

1.1

These Terms and Conditions apply to all quotations, orders, manufacture, supply, delivery and installation of goods and services provided by Ação Suave Group Ltd.

1.2

The quotation, drawings, specifications, agreed variations and these Terms and Conditions together constitute the agreement between Ação Suave Group Ltd and the Client.

1.3

The Client is responsible for carefully reviewing the quotation and all accompanying drawings, specifications and schedules before approval. Particular attention must be given to dimensions, quantities, opening configurations, colours, finishes, glass specifications, hardware, accessories, inclusions and exclusions.

1.4

Payment of the deposit constitutes acceptance of the quotation and these Terms and Conditions, subject to any amendments expressly agreed in writing by Ação Suave Group Ltd.

1.5

No verbal representation, instruction or amendment shall alter the agreed order unless confirmed in writing by an authorised representative of Ação Suave Group Ltd.

2. PAYMENT TERMS

2.1 Unless otherwise expressly agreed in writing, payment shall be made as follows:

- 50% upon acceptance of the order and before production;
- 45% upon delivery of the goods;
- 5% upon completion of the works.

Payment Terms can be negotiated based on project size & value.

2.2

All invoices are payable immediately upon issue unless an alternative payment date has been expressly agreed in writing.

2.3

The Client must quote the applicable AC number/REF when making payment.

2.4

If any payment becomes overdue, Ação Suave Group Ltd reserves the right, to the extent permitted by law, to suspend production, delivery, installation, remedial works and/or further services until all overdue sums have been paid.

2.5

Ação Suave Group reserves the right to recover any outstanding sums through appropriate legal or debt-recovery proceedings. Ação Suave Group Ltd may also seek any interest, compensation, court fees, legal costs or other sums recoverable by law or under the applicable contract.

2.6

Ação Suave Group Ltd shall not be required to release goods, commence further works or provide non-statutory warranty documentation where payment obligations have not been satisfied, to the extent permitted by law.

3. PRODUCTION AND SIGNED DRAWINGS

3.1

No bespoke goods will enter production until Ação Suave Group Ltd has received signed drawings approved by an authorised signatory of the Client. **No orders will be sent to production until all documents have been signed regardless of deposit being paid.**

3.2

Once drawings have been approved and production has commenced, any requested amendment may result in additional design, material, manufacturing, transport or labour charges and may cause the delivery or installation date to be revised.

3.3

The Client is responsible for ensuring that the person signing the drawings has the authority to approve the order on the Client's behalf.

3.4

Approval of drawings constitutes confirmation that the Client has checked and accepted the dimensions, configurations, opening directions, sightlines, finishes, colours, glass specifications, hardware and other details shown.

3.5

Ação Suave Group shall not be responsible for costs arising from information, measurements or specifications approved by the Client that subsequently prove to be incorrect, subject always to Ação Suave Group Ltd's statutory obligations.

4. BESPOKE GOODS

4.1

Many of Ação Suave Group Ltd's products are bespoke and are manufactured specifically to the Client's agreed requirements.

4.2

The Client acknowledges that bespoke goods may be manufactured specifically for the property and may not be capable of being readily resold.

4.3

Any cancellation, amendment or termination of an order shall be dealt with in accordance with the applicable law and the circumstances of the cancellation. Where Ação Suave Group Ltd is entitled to recover costs or losses resulting from cancellation or amendment, such costs may include design work, materials, manufacturing costs, restocking charges, transport, labour and other losses reasonably incurred.

4.4

Nothing in these Terms and Conditions excludes or restricts any statutory cancellation or consumer right that cannot lawfully be excluded.

5. DESIGN AND REVISIONS

5.1

Two design revisions are included within the quoted price unless expressly stated otherwise.

5.2

Further design revisions will be charged at £90 per hour.

5.3

Revisions requested after drawings have been approved or production has commenced may incur additional charges and may require replacement or re-manufacture of materials.

5.4

Any resulting delay shall not constitute a failure by Ação Suave Group Ltd to perform its obligations where the delay arises from the Client's requested change.

6. DIMENSIONS AND VARIATIONS

6.1

All dimensions supplied by the Client must be accurate.

6.2

Where Ação Suave Group Ltd undertakes a survey, the survey is intended to verify measurements and assess installation feasibility. It does not remove the Client's responsibility to review and approve the final drawings.

6.3

Any variation to dimensions, specifications, materials, finishes, quantities or design must be agreed in writing before manufacture.

6.4

Changes after approval may result in additional charges for design, materials, manufacturing, transport, labour, installation and disposal of superseded goods.

6.5

No variation shall be deemed included within the original quotation unless expressly confirmed in writing by Ação Suave Group Ltd.

7. PRICING

7.1

Prices are based on the specification, quantities, dimensions and exclusions stated in the quotation.

7.2

Where an item has been intentionally excluded, omitted or subsequently requested, Ação Suave Group Ltd reserves the right to charge the applicable additional cost.

7.3

Where the Client requests additional works, materials, fixings, equipment or services, these shall be chargeable in addition to the original contract price.

7.4

Any agreed variation shall be payable in accordance with the payment terms notified by Ação Suave Group Ltd.

8. DELIVERY DATES AND DELAYS

8.1

Any delivery or installation date provided by Ação Suave Group Ltd is an estimated date unless expressly confirmed in writing as a guaranteed date.

8.2

Estimated dates may be affected by manufacturing schedules, supplier availability, transport, customs, weather, site conditions, labour availability, industrial action, European holiday periods, third-party delays or other circumstances outside Ação Suave Group Ltd's reasonable control.

8.3

August is a recognised European holiday period and factory and supplier lead times may be affected during this period.

8.4

Ação Suave Group Ltd will use reasonable efforts to keep the Client informed of significant delays.

8.5

A delay caused by circumstances outside Ação Suave Group Ltd's reasonable control shall not automatically constitute a breach of contract.

8.6

Where a delay is caused by the Client, another contractor or conditions at the property, Ação Suave Group Ltd shall be entitled to revise the delivery and installation programme and recover reasonable additional costs arising from the delay.

9. SHIPPING AND DELIVERY COSTS

9.1

Shipping costs stated in a quotation are estimates unless expressly confirmed as fixed.

9.2

Actual shipping charges may vary according to destination, carrier, transport method, access requirements, dimensions, weight and other relevant factors.

9.3

Any additional delivery, storage, redelivery or handling charges arising from circumstances outside Ação Suave Group Ltd's control may be charged to the Client where permitted by law.

9.4

The Client must ensure that suitable access is available for delivery vehicles and the safe movement of materials.

10. SITE ACCESS AND INSTALLATION CONDITIONS

10.1

The Client must provide safe, clear and unobstructed access to all areas required for installation.

10.2

Clear routes must be available to allow installers to manually handle materials safely to the installation areas.

10.3

Curtains, blinds, furniture, valuables, personal belongings and other items located within or adjacent to work areas must be removed before installation.

10.4

To the extent permitted by law, Ação Suave Group Ltd shall not be responsible for damage to items that the Client has failed to remove from the work area or that obstruct safe installation.

10.5

A suitable electricity supply must be available at the property.

10.6

Additional costs may arise where Ação Suave Group Ltd encounters unforeseen obstructions, adverse physical conditions, unsuitable substrates, structural issues, restricted access, groundworks, additional fixings or other conditions not reasonably apparent when the quotation was prepared.

10.7

A site visit may be required before final pricing or installation where Ação Suave Group Ltd considers this necessary.

11. LIFTING EQUIPMENT

11.1

Unless expressly included within the quotation, the Client is responsible for the cost of lifting equipment required for delivery or installation.

11.2

This includes, without limitation, cranes, hoists, telehandlers, lifting platforms and other specialist machinery.

11.3

Ação Suave Group Ltd may require suitable lifting equipment where the weight, dimensions, access restrictions or location of the goods make manual handling impractical or unsafe.

12. PLANNING, BUILDING REGULATIONS AND CONSENTS

12.1

The Client is responsible for obtaining all planning permissions, building regulation approvals, freeholder or leaseholder consents and other permissions required for the works unless expressly agreed otherwise in writing.

12.2

Ação Suave Group Ltd does not accept responsibility for delays, costs or consequences arising from the Client's failure to obtain the necessary permissions or consents.

12.3

Where certification is available and requested, an additional charge may apply.

13. CLIENT RESPONSIBILITIES

13.1

The Client must provide accurate information regarding the property, proposed installation areas and intended use of the products.

13.2

The Client must disclose any known structural issues, access restrictions, services, concealed systems or other conditions that may affect installation. Regarding new builds all openings need to be prepared prior to site attendance in line with the signed drawings agreed.

13.3

The Client must ensure that other trades working at the property do not obstruct or interfere with Ação Suave Group Ltd's works.

13.4

Delays caused by other trades may result in additional labour, storage, transport, remobilisation or other charges.

14. WARRANTIES AND GUARANTEES

14.1

Warranty periods vary depending upon the product and manufacturer.

14.2

Unless otherwise stated in writing, frames carry a 5-year guarantee.

14.3

Glass units are covered in accordance with the applicable manufacturer's warranty terms, currently stated as 5 years where applicable.

14.4

Manufacturer warranties are subject to the relevant manufacturer's terms, conditions and exclusions.

14.5

Guarantees do not cover damage or failure arising from misuse, reckless behaviour, wanton abuse, neglect, unauthorised alteration, third-party works, accidental damage, improper maintenance or failure to follow care instructions.

14.6

Nothing in these Terms and Conditions excludes or restricts statutory rights or liabilities which cannot lawfully be excluded.

14.7

Non-statutory guarantees may be conditional upon all contractual payments being made in full and on time, to the extent permitted by law.

14.8

O&M Manual will be released upon full payment.

15. MATERIALS, SAMPLES AND SPECIFICATIONS

15.1

Where samples, patterns, colours or specifications are requested or approved, the approved version shall form part of the agreed specification.

15.2

Natural materials, finishes and manufacturing processes may result in reasonable variations in colour, texture, grain, finish or appearance.

15.3

Materials supplied will be new unless expressly agreed otherwise and shall be suitable for their intended purpose.

16. ORDER CONFIRMATION

16.1

Receipt of the deposit payment shall constitute confirmation that the Client has accepted the order and these Terms and Conditions, subject to any written amendments expressly agreed by both parties.

16.2

The order will not enter production until the required signed drawings and applicable payment have been received.

16.3

The estimated delivery date will be scheduled following receipt and approval of the required information.

17. AÇÃO SUAVE GROUP DETAILS

Company: Ação Suave Group Ltd

Company Registration No: 14104885

Registered Office: Unit 3A Beechcroft Farm Industrial Estate, Sevenoaks, Kent, TN15 7HX, United Kingdom.

18. STATUTORY RIGHTS

18.1

Nothing within these Terms and Conditions is intended to exclude, restrict or otherwise limit any legal right, remedy, liability or protection which cannot lawfully be excluded or limited.

18.2

Where the Client is a consumer, applicable consumer protection legislation shall apply.

18.3

Where the Client is acting in the course of business, the parties' rights and obligations shall be governed by the applicable commercial contract and relevant legislation.

19. ENTIRE AGREEMENT

19.1

The quotation, approved drawings, written variations and these Terms and Conditions constitute the agreement between Ação Suave Group Ltd and the Client in relation to the relevant order.

19.2

The Client confirms that it has had the opportunity to review the quotation, drawings, specifications, inclusions, exclusions and these Terms and Conditions before placing the order.

19.3

Any amendment to the agreed specification must be confirmed in writing by Ação Suave Group Ltd.

20. GOVERNING LAW

20.1

These Terms and Conditions shall be governed by the laws of England and Wales, subject to any mandatory legal rights applicable to the Client.