

## **TERMS & CONDITIONS**

### **Sales with the general public are covered by:**

"Sale of goods act", "The sale of goods and services act", "Consumer protection from unfair trades regulations".

### **For Business and Domestic**

#### **1. Interpretation**

##### **1. In these Terms:**

"BUYER" means the person who accepts the Seller's written quotation for the sale of the Goods or whose Written order for the Goods is accepted by the Seller;

"GOODS" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms;

"SELLER" means Sky Sash Windows, a company incorporated in England under the Companies Acts (registered number 005515100) and having its registered office at Access House, 141 Morden Road, CR4 4DG

"CONTRACT" means the contract for the sale and purchase of the Goods;

"TERMS" means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;

"WRITING" and any similar expression, includes facsimile transmission and comparable means of communication, including electronic mail.

2. A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
3. The headings in these Terms are for convenience only and shall not affect their interpretation.

## **2. Basis of the sale**

1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller's Written quotation (if accepted by the Buyer), or the Buyer's Written order (if accepted by the Seller), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
2. No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
4. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

## **3. Orders and specifications**

1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient

time to enable the Seller to perform the Contract in accordance with its terms.

3. The quantity, quality and description of the Goods and any specification for them shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller). Unless otherwise stated all heights include sills and all mullion, transom and Mid-rail sizes are from edge of frame to centre point of mullion, transom or Mid-rail. Where no sizes are shown for opening sashes default sizes as specified in the Seller's price list shall apply and where no hardware details are included default hardware specifications shall apply.
4. Where shaped or angled frames form part of an order the hardware on these frames, including handles may differ from other items in the order and will take 4-6 weeks longer than other regardless of timescale shown on contract.
5. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
6. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

#### **4. Price of the goods**

1. The price of the Goods shall be the price as set out in the Seller's quotation (if accepted by the Buyer) or in the Buyer's order accepted by the Seller).
2. The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of

duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

3. Unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.
4. The Company has quoted its price on the understanding that the Customer will pay in accordance with the stated payment terms. Any discounts given by the Company can, at the Company's direction, be withdrawn if payment is not made as per the stated payment terms.
5. Where payment for goods is not made in line with the terms of the contract the Company reserves its right to withdraw all guarantees and warranties.

## **5. Terms of payment**

1. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller will invoice the Buyer for the price of the Goods at the time of delivery of the Goods.
2. To place the order, we require 50% deposit of the Grand Total for supply only, or Grand Total supply & installation- all including Vat.
3. By paying 50% deposit, the Buyer confirms that he/ she became acquainted with the valuation, and procedures of our Company through reading and fully understanding our Terms & Conditions.
3. The Buyer shall pay the remaining balance price of the Goods via BACS at least 3 working days before delivery / installation date, to give enough time for the Seller to organise delivery of the Goods, or in cash at the time of delivery of the Goods. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request. We do not accept cheques, card payment over the phone.

4. If the Buyer fails to make payment as specified in clause 5. above then, without limiting any other right or remedy available to the Seller, the Seller may:
  1. Cancel the contract or suspend any further deliveries to the Buyer; and
  2. Charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5 per cent per annum above the base rate of the Barclays PLC Bank from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## **6. Delivery**

4. Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place. All deliveries are ``Sky Sash Windows`` only and the Buyer is responsible for ensuring adequate access for deliveries and for unloading of all products. Also the Buyer shall organise persons to help unloading their goods.
5. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.
6. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
7. If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the

Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

8. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:
  1. Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
  2. Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

## **7. Risk and property**

1. Risk of damage to or loss of the Goods shall pass to the Buyer:
  1. In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
  2. In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's trustee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business.

4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

## **8. Warranties and liability**

Subject to the foregoing provisions the Seller warrants that the Goods will correspond with their specification at the time of delivery and the following guarantees will be applicable:

- 1a. Timber windows structure is guaranteed for 10 years and structural degradation from the date of Delivery. 5 years against discolouration; (Subject to clause 8.13, 8.14)
- 2b. Fittings, locks and ironmongery are guaranteed for 5 years from the date of delivery against mechanical faults only; Coloured or painted hardware is guaranteed for 5 years on the finish against discolouration or paint lift. Chips or scratches in the finish should be checked on delivery and reported at that time. (Subject to clause 8.13, 8.14)
- 3c. Sealed units are guaranteed for a period of 5 years from the date of Delivery against manufacturing faults only. (Subject to clause 8.13, 8.14)
- 4d. Delivered good must be stored in a dry place, away from the wet and moisture, which will affect the surface and construction of the timber windows and doors.

### **The above warranties are given by the Seller subject to the following after-care instructions:**

1. The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
2. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence on the part of the Buyer, abnormal working conditions, failure to follow the

Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;

3. The Seller shall be under no liability under the above warranties (or any other warranty, condition or guarantee) until the total price for the Goods have been paid.
4. Timber profiles should be cleaned regularly with warm soapy water. It is acceptable to periodically use a very light abrasive cleaner (as used for acrylic baths) for the removal of ingrained dirt and grease. This cleaning material should not, however, be used frequently;
5. Moving parts should be lightly oiled on a regular basis as should door locks where indicated on the lock face. All moving and visible parts on Espagnolettes should be wiped with a lightly oiled cloth at least once every six months. Handles should be cleaned using the same procedure as for the Timber profiles;
6. Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) in which case the conditions implied by section 12 of the Sale of Goods Act 1979 apply, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
7. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Terms.
8. A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9. Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may, at the Seller's sole discretion, either remedy the defective Goods (or the part in question), replace them, free of charge, or refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer.

Any Goods repaired or replaced shall be guaranteed on these terms for the unexpired period of the aforementioned guarantee only.

The Seller shall retain the right to inspect any reported defect prior to remedying the defect and the Buyer will afford the opportunity for such an inspection during the Seller's normal working hours.

10. Where the Buyer makes a claim in respect of glass defects the guidelines of the G.G.F. and Pilkington PLC will be deemed as the inspection criteria and the Seller will not be liable for any reported defects which fall out with those guidelines.
11. Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation.  
Whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.
12. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any

failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing the following shall be regarded as causes beyond the Seller's reasonable control:

13. After timber windows installation the Buyer should proceed with the after-care service done by the Seller within 2-3 years time after the installation date. The cost of after-care service will be £35-50 per window depending on window size. Following this advice by the Buyer is required in order to keep the warranty valid that applies to installed timber windows.

## **9 . Additional work for supply and installation**

1. The Company will not move or adjust fixtures, or fittings (or utilities or other services which are ancillary to the basic structure of the property, including without limitation radiators, pipes, electricity, telephone or television cables, etc).
2. The Company will use reasonable endeavours to ensure that work completed on the Premises matches existing finishes but will not be liable for non-matching of existing materials and cannot guarantee the matching of external specialist finishes such as pebble-dashing, Tyro-lean or similar material. When variations occur in existing plaster lines, the Company cannot guarantee that equal amounts of subframe will be visible all round.
3. The Company will make good any damage caused by the Company in the course of installation to plaster, floor, rendering, brickwork or pointing immediately surrounding any window or door installed but cannot guarantee against superficial damage to surrounding wallpaper and paintwork or damage to ceramic tiles in the same or surrounding area. The making good of any such damage shall be the Purchaser's sole responsibility.
4. The Company will not undertake to remove intact any existing glass, frames or secondary double glazing units, or to remove or replace existing secondary double glazing units, without causing damage. The making good of any such damage shall be the

Purchaser's sole responsibility.

5. All materials removed during the course of installation will be cleared from the Premises and cannot be retrieved or replaced thereafter. If any materials are required to be retained this must be timely notified in writing to the Company and is subject to the Company approval in eachcase (not to be unreasonably withheld).
6. The Company will not accept any responsibility or liability for existing defects in the structure of the property (such as structural cracks,existing cracks or live plaster, or lack of lintel support above the windows to be replaced).
7. If the amount of site waste is sufficient to necessitate substantial or third party waste clearing, the Purchaser will be liable for payment of any and all related costs.
8. In the event work cannot be completed due to site conditions or restrictions (for example sealing up after fitting), and return visit(s) and/or additional services are required to complete the work, the Company reserves the right to apply reasonable charges for any such additional visits or services.
9. Each installation provided by Sky Sash Windows Ltd will be registered at the local authority, and the final Certification will be issued by FENSA, where the Sky Sash Windows Ltd is registered under ID number 38339.

**10. Act of God, explosion, flood, tempest, fire or accident;**

2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
4. import or export regulations or embargoes;
5. strikes, Lockouts or other industrial actions or trade disputes

(whether involving employees of the Seller or of a third party);

6. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
7. Power failure or breakdown in machinery.

### **If other Installers than Sky Sash Windows Ltd**

11. All goods are supplied on the understanding that they will be fitted by competent /professional installers, who can carry out on-site adjustments as required. The Seller will not carry out site visits to make adjustments that should be made by the installers. In the event of the Buyer requesting a service call out, the Buyer will be liable for the cost of that call out if the problem is not a manufacturing fault but rather an adjustment issue. Failure to meet this cost will result in recovery proceedings being initiated and the guarantee being withdrawn.
12. In any case that the component supplier to the seller becomes insolvent and voids their warranty, any warranty passed to the buyer for that component will also apply or cease. The Seller will take no responsibility for consequential loss resulting in failure of the component supplier.
13. In cases where warranties from Suppliers change these changes will transfer directly to the warranty given by the seller.

### **11. Insolvency of buyer**

1. This clause 9 applies if:
  1. the Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  2. an encumbrances takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
  3. the Buyer ceases, or threatens to cease, to carry on business; or

4. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
2. If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **12. Assignment**

1. The Seller may assign the Contract or any part of it to any person, firm or company.
2. The Buyer shall not be entitled to assign the contract or any part of it without the prior written consent of the Seller.

## **13. General**

1. A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
2. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
3. If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
4. The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.
5. All Calls made to Sky Sash Windows may be monitored or recorded.