

## **Terms and conditions of sale.**

In these conditions of sale

- \*Company\* means Southern PVC Systems Limited and includes employees and other servants.
- \*Customer\* means the person, persons or company whose details appear on the front page and who agrees to purchase the Goods.
- \*Goods\* means the windows and any Goods the Company agrees to supply to the Customer, including where the context permits their installation.
- \*Installation address\* means the address referred to on the first page as the address to which the Goods are to be delivered for the installation, whether or not the Company is to install the Goods.
- \*Standard service charge\* means that charge applicable from time to time and made by the Company to provide the service engineer to attend to any faults in the Goods apart from those faults covered by the guarantee.

Reference to any gender shall include all other genders, the plural shall include the singular and vice versa.

1. Sample windows are intended to demonstrate the way a typical window operates and the materials used in its manufacture. The Company reserves the right to change the design of the window on this contract in consultation with the Customer if, after inspection by its installation technician that the original choice of the design is impractical or cannot be fitted to the installation address without an increase in the contract price or does not comply with building regulations.
2. In continually striving to improve its products the Company reserves the right to modify specifications of its products, the materials used in its manufacture, the handles, hinges and all other extrusions without notice, to accommodate any design developments, providing that there will be no material variation in the Goods.
3. The Company reserves the right to cancel this contract if, after inspection by its installation technician, the installation of the Goods will result in danger or damage to the Customer, his property or any other property or persons, or cannot be installed without an increase in the contract price or is structurally unsafe.
4. (a) It is important that all the Goods are listed in this order. The Customer warrants that he has carefully checked the particulars on the first page and that they are correct in every detail. Variations cannot be agreed after the acceptance of this order by the Company.  
(b) After acceptance of this order by the Company, it cannot be bound by any verbal agreement or agreement or arrangement between the customer and the Company or the servants or workman (whether made before or after acceptance) which varies these conditions of sale unless agreed in writing and signed by a director of the Company.
5. In the course of installation of the Goods, the Company shall exercise all reasonable care, however, the Customer acknowledges that there is a possibility that some minor damage may be caused to the decoration, paintwork, wallpaper, tiles, plasterwork and woodwork immediately surrounding the cavity into which the installation is fitted and that the Company shall not be liable to make good this damage. However, the Company will repair minor damage by using standard uPVC window trims only and replace any sound plasterwork to which minor damage occurs. The Company will not be responsible for replacing any defective or unsound materials, including plasterwork, which is present.
6. (a) The Customer agrees to permit access by the Company to the installation address at all reasonable times for the purpose of surveying the suitability of the installation address to be fitted with the Goods as specified and, if suitable, for the installation of the Goods. The Customer shall make any necessary arrangements for the Company to deliver and, if this is a supply and fit agreement, to install the Goods.

(b) In the event that the Customer wilfully fails, refuses, delays or neglects to take delivery of the Goods or to provide access to the installation address at the time of actual delivery or installation, the Company, in addition to all other rights and remedies available to it, shall be entitled to payment in full of such part of the total Contract price as shall be outstanding.

7. (a) Whilst every effort is made to deliver the Goods and to install them, time shall not be of the essence. The time estimated for delivery is approximate only.  
  
(b) Risk in the Goods shall pass to the Customer on the Goods being unloaded at the installation Address or on the date when the Goods are ready for delivery but delivery has been postponed or delayed by the Customer. If the Customer is to collect the Goods but postpones or delays collection or refuses to collect the goods when they are ready for collection from the Company, the Company, in addition to all other rights and remedies available to it shall be entitled to payment of such part of the total Contract price shall then be outstanding.
8. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control and the Company shall be entitled to a reasonable extension of time for the performance of its obligations.
9. Title to the Goods shall not pass to the buyer but shall remain with the Company until payment shall be received by the Company. Until such title shall pass to the customer the Company shall have absolute authority to retake, sell or otherwise dispose of the Goods and shall have the right through its servants or agents to enter the installation Address to remove the Goods.
10. When this contract is for supply only...  
  
(a) If the Customer requests and is provided with the services of the Company's installation technician to determine the dimensions of the Goods to be fitted by the Customer, the Customer shall accept the specifications for the installation and the fitting given by the Company's installation technician (except in the case of a manifest error). Otherwise the Customer relies on his own skill and judgement as to suitability of the Goods for fitting at the installation address.  
  
(b) The Customer acknowledges that no materials other than the double-glazed products are included in the sale and no materials for fixing, attaching or finishing of the same are included in the Total contract Price.
11. (a) The Net balance is payable to the Company or its fitters at the time of delivery or installation, whichever is the case.  
  
(b) The Customer agrees that when the Company carries out its inspection of the installation address in order to estimate that part of the Contract Price associated with fitting the Goods, the inspection can reveal only that which is visible to the naked eye. If, during the fitting process there are discovered to be non-visible defects due to the condition of the materials present at the installation address, or any part of it, so as to cause a variation in the Total Contract Price, the Company shall be entitled to be paid such reasonable amount as is necessary to cover the additional cost which results.
12. Although condensation is reduced or eliminated with double-glazed goods it is not entirely prevented and can occur in certain conditions. No guarantee can be given that condensation will not occur.
13. Guarantee: Provided that the Customer shall have paid the Total Contract Price, the Company shall rectify any fault due to defective workmanship or materials completely free of charge within a period of 10 years from the date of installation or supply, as the case may be. Timber is liable to shrink and discolour if not adequately maintained and painted, varnished or stained and the Company is unable to offer any guarantee with regard to any timber in the Goods where the defect is due to any failure or lack of care by the Customer. This guarantee extends to the glass component of the Goods which are identifiable pursuant to the Glass and Glazing federation visual quality standard for installed insulating glass units constructed from flat transparent glass, as published at the date of installation or supply, as the case may be. In the case of patterned glass, due to the method of manufacture, imperfections such as seeds and bubbles are deemed acceptable and are not regarded as defects.

14. Nothing in these terms and conditions shall affect the statutory right of a Customer.
15. If any term of these conditions shall be held illegal or unenforceable, in part or in whole, under any enactment or rule of law, such term shall to that extent be deemed not to form part of the agreement between the parties but the validity and enforceability of the remainder shall not be affected.