

TERMS AND CONDITIONS

1. This document is intended to contain all the terms upon which the Purchaser agrees to purchase the products described from the Company. Any additional term, condition or verbal agreement should be written down for the purpose of clarity and signed by the Purchaser and the Company's Representative. The variation should be noted on the front of this document.

Access to Premises (if we are engaged to fit your product)

2. The Purchaser shall grant the Company's Representative unrestricted access to the premises at all reasonable times for the purposes of taking measurements, of carry out the works forming the subject of the Contract and for any subsequent remedial work if required. In some cases the Company may need site skips, ladders, scaffolds or vehicles on the premises in order to complete its contractual obligations. In the event of access being required to neighbouring land it is the Purchaser's responsibility to ensure that access is granted and the Company shall not be held liable for any delays arising out of the Purchaser's inability to gain such access.

Cancellation

3. The Purchaser has the right to cancel this Agreement within 7 days of the date of the Agreement being signed (see over). Cancellation must be effected by sending a written notice of cancellation by Recorded Delivery to the Legal Department, Premier Windows Ltd, 34 Selhurst Road, South Norwood, SE25 5QF.

If the Purchaser cancels the Agreement after or during manufacture, the Company Reserves the right to charge 80% of the total Agreement price, which represents the expenses incurred by the Company prior to cancellation.

The Company at its discretion may in appropriate cases agree to late cancellation of the Agreement by a Purchaser subject to the Purchaser paying the expenses incurred by the Company prior to cancellation.

A cancellation form is attached for your convenience and may be used by you if you wish.

Survey

4. As soon as practicable and in any event within 14 days of the date of this Agreement the Company will arrange an appointment for detailed measurements of the proposed works to be taken by a Representative of the Company ("the Survey") so that the Company may satisfy itself of:

- the appropriateness of the price specified overleaf,
- the technical viability of the works

The Survey will be carried out at the earliest opportunity and not later than 21 days after the date of this Agreement.

The time limits provided in this clause are subject to access being provided by the Purchaser in accordance with clause 2 of the Agreement.

Supply of Products

5. The Company agrees to supply the products at the price specified in the Agreement subject to the Surveyor's approval of the feasibility of the works and the correctness of the price. In the event of any modification to the works or price being required due to the Survey, within 14 days of the Survey the Company shall either cancel the Agreement or notify the Purchaser in writing of any modification required to the works or the price. The Purchaser shall indicate acceptance of the proposed modification within 14 days of their notification whereupon the modifications shall be incorporated into the Agreement in substitution.

In the event of the customer failing to accept the modifications within 14 days of their date the Agreement shall be cancelled.

Thereafter the Company reserves the right to cancel the Agreement on in the event of unsatisfactory credit reference(s) being obtained in respect of the Purchaser or in accordance with clause 8.

6. If the Agreement is cancelled in accordance with clause 3 or 5 of the Agreement any deposit paid shall be returned to the Purchaser in full.

Return of Deposit

7. If the Agreement is cancelled in accordance with clause 4, 6, 8 or 13 the Company will refund such money as appropriate having taken into account the work done and services rendered.

Listed Buildings/Conservation Area

8. It is the Purchaser's responsibility to inform the Company by completing the boxes provided on the Survey Form, which will be produced at the time of Survey, whether the premises are either a listed building or within a conservation area as defined by Statute whereupon the Company will use its best endeavours to obtain all the necessary Approvals relating to the installation of the product. Should these Approvals:

- prove to be obtainable only by revision of the works specified overleaf the Company will quote a revised price to the Purchaser. In the event that this is not accepted by the Purchaser within 7 days of the quotation the Company will be at liberty to cancel the Agreement by written notice to the Purchaser; or
- not be forthcoming the Company will likewise be at liberty to cancel the Agreement.

Provided that if the Purchaser fails to inform the Company that the premises are a listed building or within a conservation area the Company shall be entitled to assume without any further enquiry that either they are not or that the Purchaser has obtained any relevant Consent or Approvals to the carrying out of the works and shall be under no liability whatsoever in the event of any enforcement or other action by the Local Authority or any other person or body.

Showroom Supplies

9. Representatives' and showroom samples and photographs are used to demonstrate a typical product and its composition. No guarantee is given that the products supplied will conform precisely with the samples. Measurements made by the Companies Sales Representatives are approximate and used only for the purposes of calculating the price specified overleaf. The Company reserves the right to make minor non-aesthetic alterations to the specification of the products described overleaf.

Glass Breakage

10. All glass used is the best available but the Company accepts no liability in respect of glass breakages that are due to the fault or neglect of the customer or a third party. Glass manufacturers will not guarantee minor imperfection or shade variations and consequently the Company will not be liable for any such imperfections or variations.

Refitting/Damage During Installation

11. Unless otherwise agreed in writing the Company will not undertake the re-siting of any gas, electrical wiring or plumbing or telephone installations. Suitable arrangements should be made by the Purchaser for any such works to be carried out prior to commencement of the works required under this contract.

12. The Company will make good any damage caused during installation to plaster, floors, rendering or brick work immediately surrounding any window or door installed but does not undertake to provide matching ceramic or other tiles of specialised finished such as tyrolean or pebble-dash, or to avoid damage to surrounding wallpaper or paint work or to remove intact any panes of glass or frames from old windows required to be retained by the Purchaser. The Company accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out. The purchaser should remove all items of value or concern (including carpets) to avoid any accidental mistakes or slippages as the Company will not be liable for replacing or repairing other household items that are left in the way. Any complaint or claim by the Purchaser for compensation for damage done by the Company must be made immediately in writing to the Company.

13. If the specified works are not completed within the delivery period quoted to the Purchaser, the Purchaser may serve written notice on the Company by Recorded Delivery requiring that the works be completed within a reasonable period, being in any event not less than 6 weeks, as the Purchaser may specify. If the work is not completed within that extended period the Purchaser may

cancel the Contract by serving written notice of cancellation by Recorded Delivery on the Company. Notwithstanding the foregoing:

- the Company will not be liable for any delay in the completion of the work which arises from causes beyond the reasonable control of the Company and in the event that time has been made of the essence time shall not run during any period when delay on that account is operating; and
- the Purchaser shall remain liable to pay for such part of the work that has been completed in cases where the Purchaser cancels the Agreement part completed.

Guarantee

14. Subject to the following exclusions the Company undertakes to repair or replace free of charge any products manufactured by it which prove defective as a result of faulty materials or workmanship within 10 years from the date of installation and the Company's formal written Guarantee will be sent to the Purchaser upon receipt of the balance payable on completion. Any repair work carried out or replacement products supplied within the 10 year Guarantee period under the terms of the Company's Guarantee will also be covered by the Guarantee but only for the remainder of the Guarantee period. In relation to the following exclusions the Purchaser's attention is drawn to the instructions found on the Company's Guarantee and, in particular, when wooden frames are used, to the need periodically to coat the wood with a protective sealant the Company accepts no liability in respect of the following:

- the failure of the installation to reduce or eliminate condensation;
- damage resulting from subsidence due to soil shrinkage, underground or mine workings;
- minor defects to plaster work and brick work due to settlement;
- damage to the product attributable to the failure of foundations or structure when these have not been constructed by the Company
- discolouration or frost damage to brick work
- damage or deterioration to the product arising out of normal wear and tear
- damage due to accident, storm, flood, neglect, misuse, faults or premature deterioration which results from the Purchaser's failure to comply with the Company's maintenance instructions printed on the Guarantee
- acceptable tolerances as far as the company is concerned with wood can only be determined by a qualified surveyor as wood is expected and will expand and contract with heat/cold

15. If the Purchaser sells the property, the Company will on request transfer the unexpired portion of the Guarantee to the new owner, provided that the request has been made prior to sale and the installation has not been neglected or misused. The Company may ask to inspect the property prior to agreeing to the transfer. The Company reserves the right to charge the Purchaser a transfer fee, which is currently set at £35.00 inclusive of VAT.

- The Purchaser shall immediately inspect the installation on the date of completion.
- The Purchaser shall upon inspection of the installation draw to the Company's attention details of any defective workmanship.
- The Purchaser shall allow the Company access to their premises within 14 days from the date of notification of any defective installation for the repair or replacement of any defective product.
- The Purchaser shall sign off the installation as satisfactory once completed and any necessary repairs carried out.
- The fully agreed price shall be paid by the Purchaser to the Company in the event that the Purchaser fails to draw to the Company's attention any defective installation within 14 days from the date of completion of the installation.
- The full purchase price shall be paid by the Purchaser to the Company in the event that the Purchaser fails to allow the Company access to the Purchaser's premises within 14 days commencing the date of notification of the defective installation.
- Failure on the part of the Purchaser to comply with term 16 may render the Guarantee to be supplied under this Agreement invalid. This is at the discretion of the Company. The Company will act reasonably when exercising its discretion.

Price and Payment

- The price shall be the price set out overleaf. The price is exclusive of VAT. VAT shall be due at the rate ruling on the date of the Company's invoice. Any variation in the application rate of VAT will be passed on to the Purchaser.
- The price may be varied in accordance with the terms of this Agreement.
- Payment of the full price less any deposit paid and VAT shall be made on or before the date of completion of the installation.
- SUPPLY & FIT - A deposit of 25% is due upon Order (If your order is over £6500 in value, 35% is also due on arrival to site with your products, then the balance of 40% is due upon completion. If order is under £6500 then 75% is due upon completion)
- SUPPLY ONLY - 50% deposit and 50% on pick up or delivery.
- Payment shall be by cash or cheque payable to Premier Windows Limited and crossed "A/C payee only", or, in the case of finance, the relevant signed Completion Notice.
- Interest on the overdue payment shall accrue from the 14th day after completion and from day to day thereafter until the date of payment at a rate of 8% and shall accrue at such a rate after as well as before any judgment. If not paid in 14 days max of completion Solicitors will be engaged to collect the debt.

Delivery

- The Company shall order the Purchaser's goods for installation.
- The Company shall accept delivery of the goods for installation.
- The Company agrees to store the goods for the installation free of charge, for a period of 31 days from the date of delivery.
- The Company shall notify the Purchaser of the delivery.
- It is the duty of the Purchaser to collect the goods delivered for the installation on or before the 31st day of notification of delivery.
- Title, property and risk in the goods shall pass to the Purchaser on collection of the goods for installation.
- In the event that the Purchaser fails to collect the goods within the time limit set for whatever reason, there will be a storage charge from the 32nd day (of notification of delivery) of £4.00 per day, (this includes weekends) up to and including the day the goods are collected by the Purchaser.
- In the event that the Purchaser refuses to collect the delivery of goods for installation by close of business on the 60th day of notification of delivery, the Purchaser is liable to the Company for any loss occasioned by refusal to collect the goods.

Finance

19. Where a Purchaser is arranging finance for the product the Company reserves the right to defer commencement of manufacture until the Purchaser has produced a copy of a written Offer from the Building Society, Finance House, Bank or other lender.

20. This Agreement is governed by the law of England and Wales**21. Nothing in this Agreement shall affect the Purchaser's Statutory Rights****NOTICE OF CANCELLATION RIGHTS**

The Purchaser has the right to cancel this Agreement with Premier Windows Limited if he wishes and that right can be exercised by sending written notice of cancellation by registered post to the Legal Department, Premier Windows, 34 Selhurst Road, South Norwood, SE25 5QF within the period of 7 days following the date of signing this Agreement (see over) being the date the Agreement was made. The Purchaser's name and the regional code, by which the Company can identify this Agreement, can be found on the reverse of the attached cancellation form. The Purchaser may use the cancellation notice provided if he wishes.

Circle your option please (1 or 2):

*Please delete as appropriate

- I/We/my Company* agree to all terms and conditions as stated above.

OR cancel an order you have placed (please remember you are still liable for costs to date of cancellation).

- I/We/my Company* hereby give notice that I/We/my Company* wish to cancel my order for windows/doors* for site reference:

To:

LEGAL DEPARTMENT
PREMIER WINDOWS LTD
34 SELHURST ROAD

Signed.....

Print Name

Dated.....