

TERMS AND CONDITIONS

1. The agreement as dated overleaf is made between the customer and Countrywide UPVC (North West) Ltd, hereafter referred to as 'the company'. The goods to be supplied under this agreement are to be purpose made, and therefore cannot be used elsewhere.

2. The work to be carried out is limited to that specifically detailed overleaf. Verbal agreements will have no effect unless detailed under Special Requirements overleaf. Any variation from the original agreement details may be chargeable at the company's discretion. The customer shall not be entitled to withhold any payment by reason of any alleged minor defect. The company will investigate alleged minor defects after all payments due to the company have been made. Interest rate of 2.5% over the base rate will be charged on a daily basis on all overdue accounts.

3. The company guarantees all materials used in the installation for a period of TEN years from the date of the contract. Any discoloring is only guaranteed for 10 years (from point of delivery) for foiled colored products. Hardware is guaranteed for 24 months. Provided that a fault develops and written notice is received within the TEN years, the company will supply replacements for any defective materials. During the first TWELVE MONTHS any site work labour is included within the terms of guarantee. After 12 months labour will be charged at an hourly rate. The guarantee is invalidated if the material has been abused, misused or neglected. The guarantee is NOT TRANSFERABLE. Minimum call out £75+VAT.

4. The delivery or installation period quoted is approximate only and the seller shall not be liable for any delay in delivery or installation howsoever caused. The quoted times will be improved whenever possible.

5. The removal of all fixtures and fittings, including all pelmets, curtain rails, brackets, blinds, radiators, wiring (this includes sky, telephone, burglar alarms) etc. necessary to carry out the installation, is the sole responsibility of the customer, unless written into the specification.

6. The company will endeavour to ensure that the works match the existing finishes, but will not be liable for non-matches due to the weathering of existing materials, and cannot guarantee the matching of external brick work or specialist finishes such as pebbledashing, tyrolean or similar materials. When variations occur in existing plaster lines, the company can not guarantee that equal amounts of outer frame will be visible all round.

7. The company will make good any damage caused in the course of the installation to plaster floor rendering, brickwork or pointing immediately surrounding any window or door installed, but the company cannot guarantee to avoid causing superficial damage to surrounding wallpaper or paintwork, or to avoid damage to ceramic tiles in the same area. The making good of all such damage is the responsibility of the customer.

8. It is the responsibility of the customer to apply a final finish to any wood work used in the installation within a reasonable time of completion.

9. The company cannot guarantee to remove any existing glass, frames or secondary double-glazing unit intact without causing damage to their surroundings.

10. All materials removed during the installation will be cleared from the site and cannot be retrieved thereafter. If the customer requires to retain any materials, this must be written in the specification.

11. The customer acknowledges that condensation is dependent upon a number of variable factors, some of which may be favourably affected by the installation of double-glazing and/or polycarbonate roofing panels, and some of which may not. The company cannot therefore guarantee that the installation of double-glazing and/or polycarbonate roofing panels will affect the incidence of condensation.

12. The company's technical surveyor shall determine the weight, thickness and type of glass to be installed, in accordance with normal practice.

13. Demonstration windows, doors and other products are used to demonstrate the working of a typical product and its composition and are sample products only. The windows or other products detailed overleaf will be installed by the company using such methods and materials as the company considers suitable, and in keeping with the company's policy of continuous product improvement, the company reserves the right to make any modifications in design, specification, or composition as it seems fit.

14. The styles on the contract are as viewed from outside. Appropriate window proportions will be determined by the surveyor unless otherwise specified in the contract. This includes all leaded and Georgian items.

15. The company's certificate of guarantee shall be issued pursuant and subject to the terms of the contract upon receipt of full and final settlement.

16. A contract signed by the customer subject to a third party agreement of finance is binding upon the customer and will only be nullified by the company upon receipt of a satisfactory document showing the third party's unwillingness to forward monies for which the customer has applied.

17. Additional works not disclosed at the time of the survey will require the customer's instructions to proceed with written acceptance of the additional costs involved. Any extra works needed must be given in writing. Additional works will include excessive excavation beyond a depth of 1 meter, which may be necessary in order to overcome any bad ground.

18. All terms of this contract between the company and the customer are contained in this document. No representation or warranties are made or given by the company save as appear here in. No variation, or additions to the work specified in the schedule shall have effect unless agreed in writing.

19. The laws of England shall apply to the contract and the English Courts shall have exclusive jurisdiction to deal with any disputes arising, to which jurisdiction the customer submits.

20. All goods shall remain the property of the company until paid in full by the customer.

21. The customer agrees to allow the company's surveyor and installers access to the installation address at all reasonable times, in order that the company may make detailed survey and complete the installation. However, the company reserves the right to cancel the agreement at any time should it consider that satisfaction may not be obtained by either the customer or the company. The Contract can be cancelled and a refund of the deposit obtained, by giving written notice with seven days of the date on this contract. Notice may be sent to the company at: Countrywide UPVC (North West) Ltd, Unit 104, New Court Way, Ormskirk, Lancs L39 2YT. In the interests of certainty, it is recommended that any cancellation notice be sent by recorded delivery. Any cancellation by the customer for any reason, after seven days will lead to the loss of deposit, and may, at the sole discretion of the company, incur charges to cover any work done or in progress. Any such charge shall be paid to the company within fourteen days of notification thereof.

22. The price agreed is inclusive of VAT at the current rate. Any Government increases in the rate will be passed onto the customer.

23. **PLANNING CONSENTS:** It shall be entirely the responsibility of the customer to identify the need for any planning permissions, building regulations consents, building warranties or other similar consents or approvals, and to obtain those who we have not yet agreed in writing to apply for or obtain on behalf of the customer. Any such written agreement will specify the consents for which the company have agreed to apply. The company shall not be obliged to perform this agreement until we have received satisfactory confirmation that all such contracts and/or approvals have been obtained. If at the request of the customer the company agrees to carry out any part of this agreement before all such consents/approvals have been obtained, the company will do so entirely at the customer's own risk and responsibility and the customer agrees to indemnify the company in respect of any losses, costs, claims, damages or liability incurred or suffered as a result. The customer is and will remain responsible for the payment of all fees and charges incurred in connection with the obtaining of any such permissions or consents, whether or not successfully obtained.

24. **SUPPLY ONLY ORDERS:** Frames will be manufactured to the sizes supplied by the customer and the company shall not accept any further responsibility other than to supply the frame to those sizes. It is the responsibility of the customer to ensure that the structural requirements of the building are adequate.

BEFORE WE MANUFACTURE

Please help us give you a good service by advising the Company as soon as possible if you are unsure of any details of this contract.

Thank You
Administration Department