

TERMS AND CONDITIONS OF PURCHASE AGREEMENT
THESE CONDITIONS OF SALE DO NOT AFFECT THE STATUTORY RIGHTS OF THE CONSUMER.

1. This agreement is between TRADE WINDOWS-hereinafter called The Company and the Purchase or Customer. The goods to be supplied under this agreement are to be purpose-made for the Customer and consequently cannot be used elsewhere and costs will be involved for any alterations to this agreement.

2. The outstanding balance shall be payable to the Company immediately upon substantial delivery of the installation. Non-completion of minor works shall not entitle the Customer to withhold payment greater than the value of 5% of the agreement price. The driver or installer can accept cash or cheques made payable to TRADE WINDOWS - or your signed authority of finance funds in favour of the Company.

3. The work to be carried out is limited to that specifically mentioned overleaf. Verbal agreements are of no effect unless shown overleaf under special requirements. Any variation from the original agreement details may be chargeable upon the Company's discretion. The agreement is conditional on the Company's part on our surveyor's approval of the works; we reserve the right to make any modifications necessary following the survey. The Company reserves the right to cancel this agreement immediately following survey. The quoted price assumes the structural integrity of the apertures including bays, where our products are to be fitted. Any building work or repairs which are found to be necessary during the installation are chargeable. Survey however means measurement survey. The Company does not undertake to inspect the property beyond the area immediately adjacent to the perimeter of the appropriate apertures.

4. Delivery dates given by the Company are a guide only and time shall not be of the essence on the Company's part. An installation guide will be given by the Company when the products are manufactured, but even this may be affected by inclement weather or unforeseen problems arising on prior jobs. Customers will be kept informed of delays, but no claims can be accepted by the Company for delays, however caused. Any time of performance requirements of the customer must be stated overleaf.

5. The Customer agrees to give free access to the Company's workmen and supervisors to carry out all constituents of the said installation. If such access is not given within 7 days of the Customer being notified in writing that the products are ready for installation, then the Customer shall be liable to pay to the Company the cash balance outstanding within a further 7 days.

6. All goods shall remain the Property of the Company until they are paid for in full by the Customer.

7. a) TRADE WINDOWS-does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, alarm systems, television or telephone cables.

b) TRADE WINDOWS- will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials such as pebble-dashing Tyrolean or similar material. When variations occur in existing plaster lines TRADE WINDOWS cannot guarantee that equal amount of sub frame will be visible all round.

c) TRADE WINDOWS-will make good any damage caused in the course of installation to plaster, floor, rendering or brickwork immediately surrounding any window installed but TRADE WINDOWS cannot guarantee to avoid causing damage to ceramic tiles in the same area. The making good of that damage is the Purchasers responsibility.

d) TRADE WINDOWS - cannot undertake to remove any existing glass frame or secondary double glazing units intact or without causing damage to their surroundings.

e) All materials removed during the course of installation will be cleared from site and cannot be retrieved thereafter. If any materials are required to be maintained (but see clause d. above) this must be clearly stated on the agreement.

8. The customer acknowledges that condensation is dependant upon a number of variable factors, some of which may be favourably affected by the installation of double glazing and some may not and the Company therefore does not guarantee that the installation of double glazing will affect the incidence of condensation.

9. The Company cannot be held responsible for imperfections caused by the manufacturing process of glass nor for any breakage of glass once installed. In the case of dispute, the Glass and Glazing Federation standards for glass quality guidelines will apply.

10. 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 in the schedule overleaf will be manufactured such manner and materials as TRADE WINDOWS considers suitable and pursuant to the Company's policy of continuous improvement of the product. TRADE WINDOWS reserves to itself the full right to make any modification in design specification or composition as it shall think fit.

11. No specific representation regarding the performance of double glazing shall be made.

12. The styles on the order are viewed from outside, appropriate window proportions will be determined by the surveyor unless marked on the contract to the contrary. This also includes all leaded and Georgian items.

13. Where manufacturing sizes are supplied by the purchaser those sizes will be taken as correct and any subsequent inaccuracies which result in the manufacture of an incorrect size will result in an additional charge being levied against the Purchaser for correct size manufacture.

14. The Company guarantees for the period that the customer remains in occupation of the installation the following:-

a) TRADE WINDOWS offers a 10 year extruders guarantee on the colour fastness of all frames.

b) In case of outward opening windows, the Company offers the manufacturers guarantee for a period of 1 0 years from the date of installation to replace or repair free of charge any PVC extrusion which proves defective due to faulty workmanship or faulty materials.

c) TRADE WINDOWS offers a manufacturers guarantee, including insulating glass, for 10 years and all hardware for 1 year. Any guarantee will only take effect once full settlement of the contract has taken place. Conservatory bases are guaranteed for a period of 3 years, but the company cannot be held liable for subsidence caused by nature.

d) Facia and Soffit installations are guaranteed for 10 years, excluding gutters and fittings which are guaranteed for 1 year.

e) White doors panels are guaranteed not to discolour within the tolerances of 3-4 of the Grey Scale Rating for 10 years. Foiled doors are covered for 5 years, and will not crack, bend, warp or bubble under normal weather conditions. Any sealed units supplied within door panels will retain good visibility, and all glazing seals will remain intact for a period of 5 years. All glass units will retain structural integrity within the panel for a period of 2 years. Letter plates, Knockers, and Numerals will include a guarantee of 1 year (excluding surface finish). A gradual reduction in operating performance can be expected due to normal wear and tear commensurate with age. Guarantees do not cover accidental damage or breakage of glass howsoever caused and TRADE WINDOWS cannot be held responsible for normal wear and tear, misuse of the products, damages that may be caused by forces out of our control such as extreme weather conditions or failure to comply with maintenance as detailed in the TRADE WINDOWS aftercare leaflet. Charges maybe applicable.

15. Orders signed awaiting Building Society loan to carry the full standard terms and conditions. The customer is deemed to have made their best endeavour to obtain funds and the Company reserves the right to obtain funds for them at normal commercial rates if their own efforts fail.

16. A contract signed by the Customer if subject to a third party agreement of finance is binding on the customer and will only be nullified by the Company upon receipt of a satisfactory document showing the third parties unwillingness to forward the monies for which the Customer has applied. The Customer understands that a letter of acceptance by the third party must be sent to the Company within 60 days of the date of this contract otherwise the Company is entitled to go ahead with the Contract on the assumption that the customer has arranged his / her finance.

17. Additional works not disclosed at the time of survey will require the Purchasers instructions to proceed and written acceptance of the additional costs involved in the carrying out of such works.

18. All terms of the contract between the Purchaser and the Company are contained in the document. No representation or warranties are made or given by the Company save as appear herein. No variation of, or addition to the work specified in the schedule shall have effect unless agreed in writing.

19. All trade: 'Do It Yourself' contracts are strictly covered by the separate terms and conditions of supply, as published in the Company's trade price list.

20. Compliance with Laws and Regulations: -It is a condition of this contract that the PURCHASER ensures that every applicable statutory order or bye-law is complied with and that local authority planning permission is obtained and complied with. The Company shall not be liable for any delay, cancellation, loss or damage arising out of the Purchaser's breach of this condition.

Notice of Right to Cancel (14 Day Cooling Off)

As the customer, you have a legal right to cancel your contract, at no penalty, with Trade Windows. As such, a 14 day cooling off period shall apply to this contract from the date of the contract. Please note that you may be required to pay for the goods/ services supplied if the performance of the contract has already begun prior to the expiry of the cancellation period.

Your notice of cancellation shall be deemed to be served to Trade Windows on the date on which it is received by Trade Windows. If you wish to cancel this contract, please notify Trade Windows by e-mailing info@tradewindowspreston.com and calling our office for receipt of confirmation, or by notifying in writing by recorded delivery, returning it to Trade Windows.

Whilst every attempt has been made to choose photographs which faithfully portray the product, variations in colour and style cannot be avoided, further variations may also be caused by inconsistency in film, lighting, colour reproduction and print