

1. GENERAL

- a) By accepting our quotation or placing an order, you agree to be bound by these terms.
- b) In these conditions the person signing the acceptance agreement or contract is referred to as the Customer and the company who is supplying the products detailed in the schedule is referred to as 'The Company'.
- c) The customer is contracting directly with the company for the supply and installation (where necessary) of the products and services detailed and payments must be paid directly to the company.
- d) The description of the company's products and their effect is set out in the company's current literature which is freely available. No additional representation shall bind the company unless the same has been put into writing by a director. From time to time improvements and changes are made to the company's products. The customer acknowledges and agrees that he shall receive delivery of products which comply with the company's latest basic design and specification may be affected without notice to the customer provided that the product shall be of equal or greater to the customer.
- e) This contract contains all the terms and conditions agreed between the company and the customer and no variations of these terms and conditions shall bind either party unless a previous agreement in writing is signed by both the customer and a director of the company.
- f) No omission by the company whether by way of indulgence or otherwise of failure to enforce or delay in enforcing the company's rights here under shall be constructed as a waiver of any of the company's rights.

2. SURVEY

- a) This agreement is subject to a detailed survey being carried out by the company or its agents and the company alone may as a result thereof in its absolute discretion and without ascribing any reason cancel all or part of this contract at any time to the installation commencing.
- b) If it is found during the survey that additional work is necessary which is not covered by this contract to ensure that the completed installation is up to the company's standard then the cost of such additional work will be notified to the customer before the installation commences. If the customer is not prepared to bear this additional cost then the company reserves the right to vary the terms of its guarantee or to cancel the contract as in 2a.

3. QUOTATIONS & PRICING

- a) Quotations are valid for 30 days from the date of issue, unless otherwise specified.
- b) Prices are subject to change due to material cost fluctuations or changes in the scope of work. Any changes will be communicated to you in writing before proceeding.

4. DELIVERY

- a) The company will use its best endeavours to install the products scheduled within the period quoted to the customer. If the work specified is not completed within this period, the customer may serve a notice on the company requiring that the work be completed within such a reasonable period as the customer may specify (in general the company would accept six weeks as being reasonable). If the work is not completed within such an extended period the customer

may cancel the uncompleted work covered by this contract by the service of written notice to that effect on the company as its Registered Office

b) Notwithstanding the foregoing i) the company shall not be liable for any delay that arise from circumstances beyond the reasonable control of the company and in the event that time has been made in the essence of the contract time shall not run during any period when delay on that account is operating and ii) cancellation of any uncompleted work shall be without prejudice to the customers liability to pay for such part of the work as has been completed.

c) The property in the products, the title to the products, and the ownership of the products shall remain with the company and will not pass to the customer until the total price has been paid to the company. No work will be carried out by the company under the guarantee until the total price has been paid to the company.

5. GUARANTEE

a) All glass used shall be of good quality but the company shall be under no liability whatsoever in respect of minor blemishes or imperfections which are not guaranteed by the glass manufacturers (not noticeable at a distance of 1.5m)

b) The company does not guarantee that the installation of the products specified will affect the incidence of condensation in the building and please see the website for details describing the causes and remedies of condensation.

The company does guarantee that condensation will not form between the panes of the double glazed sealed units during the period of the guarantee, if this does occur this will be covered under the guarantee.

c) The company undertakes to replace or repair free of charge any hardware product that proves defective as a result of faulty materials or workmanship within a period of 5 years from the date of installation.

d) Our guarantee is for 5 years against the failure of the framing materials, sealed units or any aspect of the fitting from the above date. Sealed units glazed into Hardwood or Aluminium are guaranteed for 5 years. The fittings such as hinges, handles, locks and restrictors are guaranteed for 5 years.

e) Notwithstanding the foregoing the company shall not be liable to repair or replace any item which in its opinion has suffered damage due to misuse accident or premature deterioration due to the customers failure to satisfactorily maintain the product. The principle of fair wear will be applied in all cases.

f) These conditions state the full liability of the company in respect of disputes and the company shall not be liable for consequential loss of any nature whatsoever including loss of earnings. No further guarantee warranty or representation is given or made as to the products or installation of them by the company or its agents.

g) Please note that the 5 Year guarantee is non-transferable.

h) The guarantee does not cover damages caused by misuse, accidental damage, or unauthorised alterations by third parties.

6. LIABILITY

a) The company shall not be liable to pay for any work carried out by any other person firm or company engaged by the customer whether by way of rectification completion to or in respect of the contract works to be performed by the company unless such an engagement shall have been agreed by a director of the company in writing.

b) Liability whether in respect of one claim or in the aggregate arising from the installation of the company's product shall not in any event exceed the cash price stated.

7. FINANCE AND PAYMENT

a) It is hereby agreed and declared that the agreement is neither hire purchase nor a credit sales agreement.

b) Payment of the final balance is due on practical completion and inspection by the customer or its agents or on delivery of the products or any of them in the case of 'Supply Only' contracts. Payment must be by way of cash, Bank Transfer, or card payment made over the phone. The customer shall not be entitled to withhold payment by reason for any alleged minor effect which would normally be dealt with under the guarantee.

c) All materials remain the property of View Glassworks Ltd until payment has been received in full. Failure to make payment will result in late fees. For business- to- consumer transactions this will be 2% per month, for business-to-business transactions this will be calculated at statutory interest of 8% plus the bank of England's base rate.

8. ACCESS

a) The customer agrees to provide the company with reasonable access to the customer's premises for the allocated dates that work will be undertaken

9. CANCELLATION

a) Customers reserve the right to cancel but where materials have already been ordered specifically for the job the customer will be liable to cover the costs. Where a deposit has been made, and materials ordered View Glassworks Ltd reserve the right to keep partial/ full deposit to cover the cost of materials.

b) Without prejudice to its right to claim damages for breach of contract the company may at its sole discretion in appropriate cases agree to the cancellation of a contract by the customer upon payment to the company for all expenses incurred by it prior to the date of cancellation such an agreement to be set in writing and signed by a director of the company and countersigned by the customer.

ALL MATERIALS REMAIN THE PROPERTY OF VIEW GLASSWORKS LTD UNTIL PAID IS MADE IN FULL.