

## CONDITIONS OF SALE

IN THESE CONDITIONS DW WINDOWS LTD is referred to as the "company" and the person signing the contract is referred to as the "customer"

1. All terms of the contract between the customer and the company are contained in this document and no representations or warranties are given or to be implied other than those recited herein and in particular no undertaking, guarantee or warranty is given by the company, its employees, servants or agents the installation of the company's products will reduce or eliminate condensation.
2. Quotations and delivery estimates are given and orders accepted in good faith based on materials and labour being normally available. In the event of supplies or labour being adversely affected by strikes, lock outs or any other disruptions or contingencies beyond the company's control, the company shall not be held responsible for the delays, breaches of contract or for any other loss or liability incurred by the customer through delay or non delivery.
3. Demonstration windows, doors and other products are used to demonstrate the working of a typical product and its composition. The windows or other products detailed in the schedule overleaf will be manufactured and installed by the company using such manner and materials considered suitable and pursuant to the company's policy of continuous improvement of its products. It reserves the right to make any necessary modification in design specification or composition.
4. The type of individual panes of glazing units and their arrangement shall be determined by the company and only glass acquired from manufacturers of the highest reputation will be used in the company's glazing units. The specification of the glass used shall be determined by the company having regard to safety and normal glazing practice. No liability is accepted by the company for optical effects caused by natural phenomena or blemishes not guaranteed by the manufacturers glass. Modern glass may present a tinted effect due to its energy efficient coating.
5. The customer shall grant access to the company's employees, servants or agents at all reasonable times, so that proper surveys may be carried out and the installation works may be completed without delay in accordance with the contract. If within 14 days of such advice an appointment for reasonable access has not been fixed the balance of the purchase price will become due and payable immediately. The company reserves the right to use whichever personnel it sees fit to complete the works without affecting your legal rights.
6. We will use reasonable care and good working practices when carrying out the installation. Any plastering or rendering work affected during the course of installation will be repaired un-painted and the company shall not be responsible for any damage to any decoration (inside or out) caused during the installation or any work other than installing its products at the customers property. DW Windows do not paint any products installed i.e. bare wood, metal, plaster or render etc. Any other alteration, modification, or additional work required to be done, shall be the responsibility of the customer and if the customer requests the company to carry out such works the company at its discretion may agree to so and shall be entitled to make an additional charge therefore. The need for lintels will be assessed on survey and charged for if obviously required, however, if on installation or at any time in the future a lintel is required then this will be chargeable.
7. It is the customers ultimate responsibility to gain necessary permissions and authority from the relevant authorities to undertake any work on their property the company will advise as best practice and assist if requested but will not be held responsible. Any extra work demanded by a Building Inspector or other party will be chargeable.
8. The customer will be responsible for:- Moving services, fixtures and fittings (i.e. ornaments), radiators, telephone and television cables, electrical wiring etc. Removal of furniture, curtains, curtain tracks, window blinds, carpets and fittings and create a clear workspace for our installers prior to commencement of work. Reporting any special considerations re-structural or foundations. DW Windows will not accept any liability for damage to any items moved by ourselves in the course of carrying out our work. **Any services or asbestos etc found during the installation are NOT the responsibility of the company and will have to be attended to by a relevant contractor at the customers cost.**
9. Any defect in the installation must be notified to the company in writing within 24 hours of completion of the said works. The company accepts no responsibility for any damage resulting from structural or latent or inherent defects in the customers property and shall not be liable whatsoever in respect of consequential loss.
10. The contract is binding on both parties. However the company reserves the right to cancel the contract upon receipt of its surveyors report. In such circumstances no charge shall be made by the company in respect of the cost of services carried out by it to the date of cancellation. If the customer cancels the contract then the customer shall be bound to do so in writing to the company's address and will be responsible to pay the company the cost incurred by it as a consequence of such cancellation save that if manufacture of the company's products to the customers order has not commenced the costs of the company shall be limited as above. If the job has been surveyed prior to cancellation by the customer then the customer will be liable for the surveyors fee of £150.00 +VAT plus any materials ordered by the Company.
11. The company reserves the right to only hold firm the cash price on front of the contract for a period of 270 days from the date of signing, then the company shall be at liberty to charge the customer the price of the product ruling at the expiration of the said 270 day period in substitution to the agreed price on this contract.
12. Payment of the money specified in the contract shall be immediately due and payable to the company without deduction on completion of the installation works at the customers property or on delivery of the company's production to the customer where goods are purchased supply only. Failure to settle in full will result in interest being charged at 2.5% per month. **Any defects or snags will be covered under our guarantee and should not hold up payment.** Failure to pay our invoice(s) will result in passing the debt for collection. Should we have to refer a non-payment to our debt recovery partner, you will become liable for all of the associated costs with the recovery of the amount, and where necessary, up to and including the costs associated with taking legal action and enforcement.
13. It is a condition of the contract between the company and the customer that the products supplied to the customer shall remain the property of the company until payment in full has been made to the company and the company reserves the right at all times to recover possession of the same if payment is not made when it becomes due and is payable under the provisions of this contract. The customer must allow the company access to recover the products and the customer must then make the property secure.
14. The company will not accept any variations or alterations to the contract unless confirmed in writing by the company, and such variations or alterations may result in extra charges being made by the company. All goods ordered under this contract are purpose made specifically for the customers particular requirements and as such shall not be re-sold to third parties.
15. Any dates quoted for delivery and/or commencement or installation work of the products are approximate only and the company shall not be liable to any expenses, loss damage or delay in delivery or commencement of installation works however caused. Time for delivery and/or installation shall not be the essence unless previously agreed by the company in writing.
16. The company offers no assurance that the materials used to make good an installation will match the customers existing domicile materials.
17. Except in respect of death or personal injury caused by the companies negligence the company shall not be liable to the customers by reason of any representation of an employed warranty condition or other term or duty at common law or under the express terms of the contract for any consequential loss or damage (wherever the loss of property or otherwise) cost, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the company, its employees or agents otherwise) which arise out of or in connection with the supply of the products to the customer except if expressed and provided in the conditions.
18. Customers are not permitted under any circumstances to use any of our equipment or assist our workers except in an emergency or ask any of our staff to perform any task not on this contract.
19. The company shall not be liable to the customer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform, any of the companies obligations in relation to the products. If the failure or delay was due to any cause beyond the companies reasonable control.
20. To the extent that the Customer Protection (Cancellation of Contracts Concluded away from Business Premises) Regulations 1987 may apply to this contract the customer shall have the right to cancel this contract within 14 days of signing this contract unless manufacturing has commenced.
21. All descriptions, specifications, drawings and particulars of weights and dimensions submitted by the company are to be deemed to be approximate only and descriptions and illustrations in sellers catalogues price lists and other advertising matter shall not form part of the contract.
22. The company will not be responsible for damage to letter boxes, door knockers, locks or handles caused by neglect, wear and tear or misuse (all guarantees issued by the manufacturers for hardware, ancillary products, glass units etc. shall be paralleled by the company) - a copy of our company guarantee is available on request in advance.
23. In all other circumstances, you cannot cancel the contract. You should sign it only if you will keep to the conditions.
24. We may, without your permission sell or transfer this contract or any money owing under it. This will not affect your legal rights.
25. You agree that we may make searches or ask credit reference agencies for references (we will keep a record of any search we make) and may reveal the results of those enquiries, searches and references to other credit reference agencies.
26. We may pass your personal information to certain carefully chosen companies, organisations or individuals, ie FENSA, who may want to contact you by post, phone, fax or otherwise about their products or services. If you do not want us to do this, please let us know in writing.
27. The contract shall be governed by laws of England if any provision of this contract is held to be invalid or unenforceable in whole or part the validity of any other provisions and the remainder of the provision in question shall not be affected thereby.
28. The Company will comply with CDM Regulations 2015 as appropriate to the job.
29. You have a 14 day cooling off period from the date of this contract without penalty "unless stated" (see items 10 & 20).
30. We may take photographs before and after of any work shown on the contract. You agree that these images may be used for social media and marketing purposes. Please inform us if you do not wish us to do this.