



## Terms and Conditions

### **1. GENERAL**

a) In these conditions the person signing the acceptance slip 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'.

b) The customer is contracting direct with the company for the supply and/or installation (where necessary) of the products and services detailed and payments must be paid directly to the company.

c) The description of the products supplied by the company are 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 products supplied by the company. The customer acknowledges and agrees that he shall receive delivery of products which comply with the company's latest design and that specifications may be changed without notice to the customer provided that the product shall be of equal or greater value to the customer.

d) 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 previously agreed in writing signed by both the customer and a director of the company.

e) 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 prior to the confirmation of order and payment of the deposit.

b) After the order is placed if it is subsequently found that as a result of changes on site 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. DELIVERY**

a) The company will use its best endeavors to install or supply the products scheduled within the period quoted to the customer.

b) Notwithstanding the foregoing the company shall not be liable for any delay that arises from circumstances beyond the reasonable control of the company.

c) 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.

d) It is the customers responsibility to ensure that adequate space is provided for the loading and unloading of goods supplied by the company whether on site or other location as specified by the customer.

e) It is the customers responsibility to provide safe and adequate access to the company sufficient for them to be able to carry out any installation on the customers premises.

f) It is the customers responsibility to provide and arrange for any lifting equipment, road closure, scaffold or other access sufficient for the company to undertake its duties whether by means of supply only to the site or installation of the product(s) at the installation destination.

g) For supply only contracts once the company delivers to site responsibility for the safe movement and storage of the goods will pass to the customer. It is the customers responsibility to ensure that the goods are stored safely and not damaged as no liability is assumed by the company for accidental damage whether to glass units, frames or accessories once delivery has been completed.

#### **4. 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 not affect the incidence of condensation within the building itself as this can be the result of the overall design of the building. The company does guarantee that condensation will not form between the panes of the double glazed sealed units during the period of 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) Sealed glass units, hardware, frames and coatings 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 or where the product has been incorrectly installed. 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.

## **5. 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 of 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 paid.

## **6. FINANCE AND PAYMENT**

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

b) Unless account terms have been agreed the payment terms are 50% on order with the balance due on dispatch from the warehouse prior to delivery on site.

Payment must be by way of cash, bankers draft, cheque payable to "Aikon Windows and Doors (UK)Ltd" and crossed 'A/C Payee only'.

The customer shall not be entitled to withhold payment by reason of any alleged minor defects, omissions or errors which would normally be dealt with under the terms of the guarantee.

c) Where products are supplied and fitted by the company, payment schedules may be agreed between the company and the client prior to ordering.

d) If payment is not made by the customer within the agreed terms, interest shall accrue on the amount of payment outstanding to the company from that date of supply or installation to the date of actual payment at the rate of 2% per month, accruing day by day.

e) For account holders and at its discretion, the company may agree individual payment terms, such terms will be notified on the initial deposit invoice and will constitute part of the contract.

## **7. ACCESS TO THE PREMISES**

a) The customer agrees to provide the company and its servants or agents with reasonable access to the customer's premises between 8.00am and 6pm on Monday to Friday to affect delivery of the goods. In the event of the customer failing to give the company its servants or agents access to the premises for a period of twenty eight days from a request in writing by the company to deliver the goods, the Company shall be entitled to terminate the agreement at the expiry of such period but without prejudice to its rights and liabilities hereunder and in particular to its right to receive payment for any works done or products manufactured, purchased or procured at the clients request.

## **8. CANCELLATION**

a) Upon signing the acceptance document a binding contract shall be created and the contract shall not be subject to cancellation by the customer although the company reserves the right to cancel the contract within the conditions above and in such circumstances alone return any deposit paid in full and without interest.

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.