

TERMS AND CONDITIONS OF CONTRACT

Hereinafter **TRADE WINDOWS (DERBY) LTD** is referred to as '*the Company*' and the purchaser is hereinafter referred to as '*the Customer*'.

The terms and conditions of this contract are not intended to infringe upon the rights given to *the Customer* or *the Company* under the following 'acts':

- a) The Sale of Goods Act 1893 as amend
- b) The Sale of Goods Act 1979.
- c) The Supply of Goods Implied Terms) Act 1973
- d) The Unfair Contract Terms Act 1977
- e) The Misrepresentation Act 1967.
- f) The Consumer Credit Act 1974 (if this contract is linked to a credit or loan agreement).
- g) The Consumer Protection Regulations 1987
- h) You have a statutory right of cancellation by sending in writing, notice of cancellation within 14 days of signing this contract to **Trade Windows (Derby) Ltd, Navigation Retail Park, 810 London Road, Alvaston, Derby, DE24 8WA.**

1. The conditions, together with a signed order, constitute a complete record of the terms for the supply and/or installation of the Company's products. No variation of these terms nor cancellation of the order shall be unless the same shall have been agreed to by the permitted Company and signed on behalf of the Company by a Director. In the event of a cancellation under these circumstances a £50 administration fee will be retained by the Company. Any oral representations or promises, conditions or warranties made on the Company other than by a Director are expressly excluded.

2. All contracts are accepted subject to a satisfactory survey by the Company's technical surveyor.

3. The Company reserves the right to cancel the contract at any time by serving due notice on the Customer. The liability of the Company to the Customer will be limited in these circumstances to the refund of all monies paid by the Customer.

4. This contract has a fixed price and the Company's salesman or agent has endeavoured to estimate a price to include all timber cills and linings that are asked for and/or agreed by the customer to be necessary. On occasions, decayed timber only becomes apparent at the time of the technical survey or installation, and the cost incurred in replacement is deemed to be 'an extra to the original contract. The surveyor or installer will point out, to the Customer the reasons for such replacement and the Customer will be offered a separate Sales Order variation that will be acknowledged in writing by the Company to cover this additional cost.

5. The Company will use every endeavour to comply with or improve upon any requested delivery date but any proposed delivery date shall not be a term of the contract.

6. The Customer shall permit the Company and its servants, workmen, or agents to have access to his premises at any reasonable time to enable the work specified to be carried out and completed. The Company reserves the right to enforce payment of the contract balance if an appointment for the installation has not been agreed within a period of twenty eight days of request by the Company for such an appointment.

7. The contract price shall include the cost of priming softwood and treating hardwood but not any other painting.

8. All windows are manufactured square and no responsibility can be accepted should the Customer's window openings be out of square.

9. The Company cannot guarantee that condensation, if any, can be eliminated, or reduced by installation of its products, nor accepts liability for condensation appearing after such installation where before it was not visible.

10. Balance of payment (where applicable). Payment of the full balance due less deposit money must be made upon demand following the installation or delivery of the products specified on the contract. All cheques and money orders shall be made payable to the Company and crossed "*AIC Payee Only*". No further work can be undertaken by the Company until full payment has been made following the installation. In the event of any payment not being made upon demand following installation or delivery of the products specified on the contract, the outstanding amount shall carry interest at the rate of 5% (five percent) per month or part thereof from the date when the payment was due. No neglect of forbearance by the Company in endeavouring to obtain payment of the money due hereunder or to enforce 'its rights hereunder shall in anyway affect the liability of the Customer under this contract.

11. The Company shall not be liable for any consequential loss however arising unless expressly provided by statute.

12. Any defects attributable to bad workmanship or faulty materials supplied by the Company must be notified in writing by the Customer to the Company and such defects will be investigated by the Company and if liability for the same is accepted, will be rectified by the Company at the Company's expense.

13. Under our policy of continued improvement or in the event of non-availability of bought out parts, the Company reserves the right to amend the specifications of any products at any time. In consequence, any sample or demonstration model is intended to show a typical example of the Company's products and materials used with the result "that the products supplied may vary in detail to those included in the demonstration sample.

14. The Customer shall be responsible for ensuring the supply and fitting of the product complies with every applicable statute order in council regulation or direction of government, local or other authority and in particular has that he has lawfully obtained every necessary licence, permit or authority required in connection herewith.

15. If you wish for goods to be supplied before the cancellation period please be aware if you then cancel within the cancellation period you may be asked to pay for any goods manufactured or supplied prior to the cancellation.

*I/we (delete as appropriate) agree that goods/services may be supplied within my
cancellation period. Work may start on.....date
Signed..... date.....*

Your Right's. *You have a statutory right of cancellation by sending in writing, notice of cancellation within 14 days of signing this contract to, Trade Windows (Derby) Ltd, Navigation Retail Park, 810 London Road, Alvaston, Derby, DE24 8WA Complete, detach and return this portion of the form ONLY IF YOU WISH TO CANCEL THE CONTRACT.*

I/We hereby give notice that I/We wish to cancel my/our contract

Reference number.....

Name..... Signed.....

Address.....

Date...../...../.....