

## TERMS & CONDITIONS OF CONTRACT

(Please read carefully - also available on our websites: [www.windowtech-home.co.uk](http://www.windowtech-home.co.uk) & [www.windowtech-trade.co.uk](http://www.windowtech-trade.co.uk))

1. All Terms and Conditions are the agreement between the customer and the company should carefully read these terms and check the specification details before signing it. Any variation must be agreed in writing by the parties prior to manufacture, if already manufactured, changes will be to agreed cost.
2. The Customer and the Company intend that no person who is not a party to this agreement is to have the benefit of or be capable of enforcing any terms of this agreement as a result of the Contracts (Right of Third Parties) Act 1999.
3. Balance:
  - You will pay us the balance price prior to the delivery of the products as per the contract specification and payment schedule.
  - Where there is a minor defect you shall not withhold an amount greater than reasonably related to it.
4. Cancellation:
  - You have the right to cancel this contract without charges for up to seven calendar days after the date of contract.
  - The notice of cancellation is deemed to be served as soon as it is posted or sent to Window Tech Trade Limited or in the case of an email or fax from the day it is received by Window Tech Trade Limited.
  - Should the contract be cancelled by the purchaser after the seven day period the following penalty charges will become enforceable. Please note these costs are to cover administration costs, any material costs, transport cost and any other associated costs accrued between date of cancellation and seven day cancellation period.
  - Cancellation after signing of contract, Penalty cost is 15% of final contact cost.
  - Cancellation after final survey has been carried out and providing productions of product are not underway. Penalty cost is 50% of overall contract cost.
  - Cancellation after production of any frames, glass or associated product is underway. Penalty cost 80% of overall contract cost. Please note any frames or glass or order become your property and can be collected at your convenience. Goods will be stored for seven days.
    - Cancellation 7 days prior to delivery 90% of agreed contract costs.
    - Deposits: Should no deposit be requested then the above charges shall still be enforced any deposit paid is non-refundable.
5. Timescale:
  - The Company will endeavour to meet specified delivery times but these cannot be guaranteed and are not a term of this agreement. Similarly, verbal or written time spans for orders are only estimates, although the company will endeavour to complete tasks commenced without undue delay.
  - The contract does not allow for compensation of costs wages due to works taking longer than anticipated or should the works be interrupted due to un-foreseen circumstances nor is the contract subject to penalty clauses.
  - If, six weeks after the end of estimated delivery period, you are still unable to accept delivery 80% of the purchase price, less deposit already paid, is immediately payable and delivery will follow as soon as agreed by us.
  - We shall not be liable for any delay in the completion of the works that arises from causes beyond our control (e.g fire, flooding, civil disturbances, strike action by others, criminal damage and acts of war)
6. Guarantee:
  - On completion and receipt of cleared payment for the delivery, your ten year company guarantee will begin from the date of delivery. This contract acts as your certificate of guarantee
  - This guarantees the replacement of any defective materials within ten years of the date of delivery. The guarantee is subject to terms and conditions, written details available upon request. You are required to notify us of any claim under the terms of the guarantee within 28 days of discovery of the fault
  - You agree not to neglect the products and to maintain them at all times. You also agree to not damage or misuse the products or allow them to be damaged by others
  - The guarantee does not cover minor imperfections within the glass or frames that are outside the scope of the visual quality standards of the GGF. They rule that from a distance of one metre should the marks, blemishes or imperfections not be visible then it is deemed acceptable. This ruling therefore forms part of the agreed contract
  - No guarantee is given or implied that the products eliminate condensation
  - All locks and hardware are subject to manufacturer's guarantee which is twelve months from delivery
  - All sealed units are subject to manufacturer's guarantee which is six months from delivery
  - This guarantee is non-transferable to any third party including a new owner of the property. On death of the signee the contract is no longer valid with exception of a spouse or joint owner
7. Ownership of goods:
  - Ownership of goods will pass from the company to you on receipt of cleared payment of all outstanding monies due. Until such time as the contracted balance is paid, you agree not to damage or misuse the company's products, or allow them to be damaged by others.
8. Statutory rights:
  - Nothing in these conditions will reduce your statutory rights to faulty or mis-described goods and services. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau
9. V.A.T:
  - The contract price includes VAT at the rate applicable at date of signature, but this may alter to reflect any change in the applicable VAT rate.