

## 1) DEFINITIONS

In these terms and conditions of sale, the following meanings shall apply:

- 1.1 “the company”, “we”, “us” and “our” means Precise Trade Aluminium Limited
- 1.2 “(the) customer(s)”, “(the) client(s)”, “(the) purchaser(s)”, “you” and “your”, means the person(s) purchasing the goods from us and hence the signatories of this contract.
- 1.3 “Contract” means the contract for the supply of goods and/or services incorporating these terms.
- 1.4 “Defect(s)”, “defective”, “fault(s)” and “damage” means the condition and/or any attribute of the goods and/or any other circumstances which, but for the effect of these terms would have entitled you to claim damages.
- 1.5 “Address”, “premises” and “place” shall mean the location of delivery and/or installation of the product(s).
- 1.6 “Product(s)” and “goods” shall mean the agreed items and the services being supplied by us.
- 1.7 “Terms” and “clause(s)” means the terms and clauses set out in this document and any special terms agreed in writing between you and us.
- 1.8 “Writing” and “written” in these terms includes emails.

## 2) OUR CONTRACT WITH YOU

- 2.1 These terms together with your order once accepted and signed by bothus and you will constitute the contract between you and us for our supply and your purchase of such goods and/or services.
- 2.2 Any quotation given by us shall not constitute an order, and is only valid for a period of 28 days from its date of issue. We may extend this period at our discretion.
- 2.3 By entering into a contract with us you warrant to us that you have the right to contract with us to supply the goods and services at the address where they are to be delivered, installed and provided.
- 3) ORDER AND SURVEY
- 3.1 The order shall be detailed on this contract.
- 3.2 Some orders are subject to a detailed survey to undertake measurements and specifications for the products. The survey is for the sole purpose of carrying out the installation detailed in this order and the company does not take responsibility for the structural integrity of the existing foundations and structural elements to the building that the product(s) may be installed on. The cost for carrying out such works before, during or after the installation is the client’s responsibility. Any changes to the schedule of building works not being carried out by the company before or after installation of the product(s) is the client’s responsibility.
- 3.3 Should the results of the survey identify amendments to the order that would change the price, we will notify you of such price change. A variation of contract form will be raised and signed by bothus and you. Any variation will be subject to the terms and conditions of this contract with the agreed changes to delivery dates and increase or decrease in costs due for payment on practical completion unless otherwise agreed.
- 3.4 The estimated period of delivery will run from the agreed date of such variation.

## 4) OUR PRODUCTS

- 4.1 The images of the products in our suppliers brochures, our visualisation application and/or on our website or marketing materials are for illustrative purposes only. Every effort has been made to display the colours accurately; we cannot guarantee that a device’s display or the printed pictures in a brochure accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 Installation windows, doors and other products are used to demonstrate the working of a typical product and its composition. These are sample products only. The windows or other products detailed in the schedule overlaid will be manufactured and installed, using such manner and materials as the company considers suitable. Under the company’s policy of continuous improvement of the products, the company reserves the right to make any minor modifications in design, specification or composition, as it shall think fit.

## 5) YOUR RIGHTS TO MAKE CHANGES

- 5.1 If you wish to make a change to the product(s) you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product(s), the timing of their supply or anything else which would be necessary as a result of your requested change. If a change is possible then confirmation will be via a variation of contract as described in section 3.3.

## 6) OUR RIGHTS TO MAKE CHANGES

- 6.1 We may change any of the product(s) you have ordered to reflect changes in relevant laws and regulatory requirements; and/or to implement minor technical adjustments and improvements. These changes will not affect your use of such product(s).
- 6.2 If for any reason we are required to make more significant changes than those set out above to any of the product(s) you have ordered, which will affect your use of such product(s), we will notify you immediately.

## 7) PRICE AND PAYMENT

- 7.1 The price for the goods and services to be supplied is stated on this contract and future variations of this contract.
- 7.2 All goods supplied as per the contract remain the property of the company until the full contract price and any variations have been paid in full.
- 7.3 If the rate of VAT changes between your order date and the date we supply the product(s) you have ordered, we will adjust the rate of VAT at that you pay, unless you have already paid for the product(s) in full before the change in the rate of VAT takes effect.
- 7.4 A deposit (which may be up to 100% of the agreed price) shall be payable by you upon signing this contract or on confirming your acceptance of the order via email. In the event that cleared funds are not received for the deposit payment, we may request full payment before production and/or installation commences on this order.
- 7.5 In the case where staged payments have been agreed, payments in addition to the deposit will be required at an agreed stage in advance of the installation. Should payment not be received, the production and/or installation may be postponed until the agreed staged payment has been settled.
- 7.6 Where you do not make any payment to us under the contract by its due date, we may, in addition to any other rights which we have under the contract and in law, withhold further deliveries or supplies or suspend performance of the contract until arrangements as to payment or credit have been established on terms which are satisfactory to us.
- 7.7 The final balance payment is due on completion of the installation. Minor defects or matters requiring rectification that are covered under the company warranty shall not be considered reason for non payment.
- 7.8 In the event that your final balance payment is not received within 7 days of completion of installation or if you otherwise fail to make your final balance payment to us, we may instruct external debt collectors to collect the monies due from you under the contract. Where we instruct any debt collector, we reserve the right to charge you, in addition to the overdue amount and accrued interest and any other remedies or rights that we may have, for any charges reasonably incurred by us in instructing a debt collector. Orders that remain unpaid after the due date shall be subject to an interest charge of 5% per annum above the Bank of England base rate. Interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us this interest together with the overdue amount.
- 7.9 For supply only orders the final balance is due 24 hours before delivery of the product(s). Any delays in payment will delay delivery of the product(s). Minor defects or matters requiring rectification that are covered under the company warranty shall not be considered reason for non payment.
- 7.10 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 8) DELIVERY

- 8.1 We will deliver the goods and supply the services to the address you provide in this contract.
- 8.2 You will supply us with rights of access, mains electricity and toilet facilities that we may reasonably require in order to deliver the goods and perform the services and/or to check the goods and their installation where you notify us about a problem with the same. If any of these services are not available, it is your responsibility to inform the company at least 48 hours before installation.
- 8.3 Any delivery or supply date or time specified by us in this contract or during the order confirmation process is an estimate only. We will not be liable to you for any loss sustained by you if we fail to meet that time scale because of circumstances beyond our reasonable control including, for the avoidance of doubt and without limitation, any loss of income or revenue, loss of business, loss of anticipated savings, loss of data, any wasted time related to a cancelled survey and/or installation appointment, sickness, transportation problems, weather, delays due to building regulations and/or planning applications, schedule changes due to such prior delays, rejection of products due to our quality control or force majeure (any cause beyond our control such as - but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods). The company shall be relieved of its obligations and liabilities for as long as such fulfillment is prevented.
- 8.4 It may be necessary for the products to be delivered to your address prior to the installation date. We will inform you where this is necessary and you will be responsible for accepting such a delivery in accordance with these terms.
- 8.5 If you do not allow us access to the installation and/or delivery address to deliver the goods or supply the services as arranged (and you do not have a good reason for this), we may charge you for the additional costs incurred by us as a result. If, despite our

reasonable efforts, we are unable to contact you or re-arrange access to the installation and/ or delivery address we may end the contract.

8.6 The product(s) you have ordered will be your responsibility from the time we deliver the product(s) to the address you give us. From the time of receipted delivery of the goods, any loss or damage to the goods shall be at your own risk.

## 9) INSTALLATION

- 9.1 All items from around the working area, including furniture, ornaments, breakable items, electrical goods, blinds and curtains, should be removed by the client before installation unless otherwise stated in this contract.
- 9.2 The company will endeavor to protect furniture and the areas around the installation subject to clause 9.1 above, e.g. with floor protector and/or dust sheets and/or the nature of the works clients may find that dust will settle.
- 9.3 Clients, their children and visitors must keep clear from working areas for health and safety reasons. It is the client’s responsibility to ensure this happens to avoid delays to the installation.
- 9.4 The company will not move services or fixtures and fittings, which are ancillary to the basic structure of the installation address such as radiators, pipes, electricity/telephone cables, or gas services unless specifically itemised in this written contract or at the request of the company with written authorization given by the client.
- 9.5 The company will endeavor to ensure that the works match existing finishes but will not be liable for non-matching of existing materials and cannot guarantee the matching of external specialist finishes such as render, pebble-dashing, Tyrolean finish or similar material. When variations occur in existing plaster lines the company cannot guarantee that equal amounts of the frame will be visible all round.
- 9.6 The company will make good (if not agreed otherwise), any damage caused during installation to plaster, flooring, rendering or pointing immediately surrounding any window or door installed. The company cannot however, guarantee to avoid causing superficial damage to surrounding wallpaper and paintwork, or to avoid damage to ceramic tiles in the same area (unless caused by our negligence, the making good of this damage is the client’s responsibility). No painting or decorating will be undertaken unless specified in the contract.
- 9.7 We do not undertake structural surveys and no liability shall be accepted where damage is caused by existing structural or other defects of the installation address. Should there be any damage caused to external brickwork due to any defect (i.e. no supporting lintel) the customer will be liable for any repair work and costs this may incur. If during the course of the survey, installation or after installation it is found that the support above a window/door frame (that the company had planned to, or has installed) is required, this is to be carried out at the client’s expense.
- 9.8 The company cannot undertake to remove intact, any existing glass, frames or secondary double glazing units or guarantee to remove or replace existing secondary double glazing units without causing damage.
- 9.9 All materials removed during the course of installation will be cleared from the site and cannot be retrieved thereafter. If any materials are required to be retained (subject to clause 9.8) this must be clearly stated on the contract.
- 9.10 The company cannot guarantee that existing blinds, curtains, fixtures and fittings will fit in or around its new products. If it is agreed that the company will carry out the removal and re-fitting of blinds etc, then this must be clearly stated in this contract. When fitting products not supplied by the company, we are not liable for damage to the product or surrounds (i.e. tiles etc) caused when removing or re-fitting. We will endeavor to take due care and attention.
- 9.11 Any additional work required for the company to complete the contract must be specified in a variation of contract signed by both us and you, as per the terms in section 3.3 of this contract.
- 9.12 Additional works do not have to be carried out by the company but this may, in certain circumstances, affect your warranty. Please clarify with the company in writing before undertaking such works.
- 9.13 The company will endeavor to arrange a suitable installation date. If, after three such attempts, the customer refuses to accept a fitting date, the company will treat the customer is in breach of contract and will recover all reasonable losses incurred (including loss of profit).
- 9.14 It is your responsibility to ensure that the installation of the products complies with (not limited to) any tenancy/leasehold agreement, planning regulations, conservation orders, warranties or any other order/permit/permission that you may be required to hold to authorise the contracted works.

## 10) OUR WARRANTY TO YOU

- 10.1 Subject to clause 10.2 below, we warrant that any goods supplied will correspond with the specification set out in this contract at the time of delivery or supply. They will be of satisfactory quality and will be fit for the purpose for which they are commonly bought and for the purpose for which they have been designed. We warrant that the services supplied will be performed with reasonable skill and care.
- 10.2 The warranty will commence at the date of installation. However, any liability of the company under this warranty will not arise unless and until the entire contractual price has been paid.
- 10.3 If any services supplied by us are not in accordance with clause 10.1 above, you should notify us in writing detailing the claim which you are making. We will either arrange a visit your home to examine the supplied services or request imagery showing the alleged defect. If the services are not in compliance with clause 10.1 above, we shall either repair or replace the defective goods provided that the goods have not been subject to any misuse or modification.
- 10.4 It is possible that goods replacing defective goods under this warranty may no longer exactly match the original goods in this order due to fading or changes in product specification. Should this be the case we do not accept any liability to replace non-faulty product(s).
- 10.5 In order for us to complete any repairs required under any of the warranties set out in this contract, we will require access to your address at a mutually convenient time. Failure to provide such access within a reasonable time will be deemed a frustration of the contract and our obligations, as set out within this clause will cease.
- 10.6 The warranties set out in this clause are for the original purchaser only and are not transferable.
- 10.7 Products will be warranted for the following periods from the date of initial installation:
  - PVCu products against warping, workmanship and functionality – 10 Year warranty.
  - White PVCu products against colorfastness– 10 Year warranty.
  - Coloured, foiled and wood-grained PVCu products against colorfastness – 5 Year warranty.
  - Residential Aluminium products against warping, workmanship and functionality – 10 Year warranty.
  - Commercial Aluminium products against warping, workmanship and functionality – 10 Year warranty.
  - Composite doors – 10 Year warranty, including hardware (e.g. handles, letterplates, knockers, spy holes) and 3mm bowing guarantee.
  - Commercial Installations – 1 Year warranty.
  - Sealed Units into PVCu and Aluminium products– 5 Year warranty against obstruction of vision arising from deposition of moisture or deterioration of inner glass.
  - Double glazed units with integral blinds –5 Year warranty against obstruction of vision arising from deposition of moisture or deterioration of inner glass and 2 Year warranty on the integral blinds components
  - Replacement sealed units into existing frames– 5 Year warranty against obstruction of vision arising from deposition of moisture or deterioration of inner glass.
  - Mechanical and moving parts (e.g. lock, hinges, letterplate functionality) – 2 Year warranty (please note, we cannot guarantee the coating on such products which will be subjected to wear and tear, and corrosives and abrasives from the environment)
  - Electrical products – 1 Year warranty (light bulbs, batteries and such consumable products are not covered under this warranty).
  - Cat and dog flaps – Manufacturers warranty.
  - Fascia, Soffits, Guttering and cladding, a product performance and workmanship warranty against any defect – 10 Year warranty and a colourfastness guarantee of 1 Year.
- 10.8 Product warranties are subject to correct and adequate product maintenance being undertaken. A Product Maintenance Guide will be issued on request. The company must undertake all warranty work or else it will render the warranty null and void.
- 10.9 Warranty work will be conducted by the company during working hours (9am – 5pm), excluding bank holidays. The company does not provide emergency cover under this warranty.

## 11) WARRANTY EXCLUSIONS

- 11.1 Scratches or breakage of glass after installation.
- 11.2 Minor imperfections within the glass under guidelines by the Glass and Glazing Federation.
- 11.3 Damage or faults due to accidents, misuse, neglect or attempted forced entry.
- 11.4 Premature failure of materials due to the client failing to carry out adequate product maintenance.
- 11.5 The removal and/or re-positioning of the installation or part of the installation, if carried out by persons other than authorised company personnel.
- 11.6 Existing timber, adjacent to the installation of the company’s products.
- 11.7 Leakage or damp around products due to guttering or down pipes being blocked, flooding, hosepipes or pressure washers being used on or around products, faulty plumbing, door or window locks not being fully engaged and any other building fault that may have an influence.
- 11.8 Scratches and marks due to general wear and tear.
- 11.9 Furniture and hardware coatings.

- 11.10 The company gives no warranty concerning the incidence, prevention or elimination of condensation following the installation of its products. The presence of condensation is dependent upon the humidity of the air within the dwelling. The company’s double glazed units are designed primarily to reduce heat loss, for the avoidance of misunderstanding, please refer to the Plastics Window Federation’s information about condensation.
- 11.11 The company is not responsible for any consequential loss unless this affects the customer’s statutory rights.
- 11.12 Products supplied by the customer for the company to install.
- 11.13 Cracks in plaster.
- 11.14 Alteration of brickwork carried out by the company that has had to be performed to complete this contract due to the impedancereated of unrelated works performed by another contractor outside this contract.

## 12) OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 We shall not be responsible for any injury, loss, damage, cost or expense suffered by you if and to the extent that it is caused by negligence or willful misconduct by you or by breach by you of your obligations under the contract.
- 12.2 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching the contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.3 We shall not be liable to you if we are prevented from or delayed in performing any of the obligations that we owe to you under the contract if this is due to any cause beyond our reasonable control, including (without limitation) the items listed in clause 8.3.
- 12.4 This clause shall survive completion of the contract or the contract ending for any reason.

## 13) YOUR RIGHTS TO END THE CONTRACT (Cancellation)

- 13.1 All products are bespoke and made-to-measure to your requirements. As such they fall into the category of tailor-made products under the Consumer Contracts Regulations (2013) and (subject to clause 13.2 below) you will therefore not be able to cancel your order for any product(s) in this contract if it is signed at our business premises, it is signed online, or if you sign the contract at another location and email it back to us.
- If our contract is signed away from our business premises in the presence of one of our employees (for example in your home) then you have a right to cancel this contract at any time within the period of 14 days starting from the date this contract is signed. Any notice of cancellation must be sent via email or recorded post. As per the Consumer Contracts Regulations (2013), during this 14 day cancellation period, no work will be carried out by the company to further your order until the 14 day cancellation period has ended. If you require us to begin work as per this contract before the 14 day cancellation period ends you have the option to waive your right to the cancellation period by selecting and signing the express/fast track request on the front of this contract or by posting (via recorded post) or emailing us to request that your order be fast tracked. We cannot accept a phone call for this matter.
- 13.2 Notwithstanding clause 13.1 above, notice of cancellation is served at the time we receive your letter (by recorded post) or email (read receipt must be requested and received) detailing the notice of cancellation. This will not affect your legal rights as a consumer in relation to bespoke and made-to-measure products that are faulty or not as described.

## 14) OUR RIGHTS TO END THE CONTRACT (Cancellation)

- 14.1 We may end the contract at any time by writing to you via recorded post or email if:
- 14.1.1 You do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due.
- 14.1.2 You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the product(s) you have ordered.
- 14.1.3 You do not, within a reasonable time, allow us to deliver the product(s) ordered to you.
- 14.1.4 You do not, within a reasonable time, allow us access to the installation address to supply any services.
- 14.1.5 Upon receipt of our installation survey and after due consultation with the client, it is the opinion of the company that installation cannot be satisfactorily completed to company standards. In this case an option of a supply only contract may be available.
- 14.2 If we end the contract in any of the situations set out in clause 14.1 above and the manufacturing of your orderhas already begun, we may not refund in full the money you have paid as a deposit for such product(s) (being made-to-measure to your requirements) and we may also be entitled to further compensation.
- 14.3 We may write to you to let you know that we are going to stop providing any product(s) you have ordered. We will either supply an alternative product or refund in full any sums you have paid in advance for the product(s).
- 14.4 If the contract ends for any reason, all terms of the contract shall cease to have effect, except that any term that can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.
- 14.5 The contract ending for any reason shall not affect any accrued rights of you or us.

## 15) DATA PROTECTION

- 15.1 The company complies with the rules of the Data Protection Act (2018). Any information that you give to us will only be used by the company except where it is necessary to pass on the third parties for processing your order. Payment online is via a secure site and we do not hold your credit card details for future transactions.

## 16) OTHER IMPORTANT TERMS

- 16.1 We may transfer our rights and obligations under the contract to another organisation. We will always tell you in writing if this happens and will ensure that the transfer will not affect your rights under the contract.
- 16.2 You may not transfer any of your rights or obligations under the contract to another person without our prior written consent. The contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.3 If we do not insist immediately that you do anything you are required to do under the terms of the contract, or if we delay in taking steps against you in respect of your breaching the contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 16.4 Each term of the contract operates separately and, notwithstanding that the whole or any part of any such term may prove to be illegal or unenforceable, the other terms of the contract and the remainder of the term in question shall continue in full force and effect.
- 16.5 The contract is governed by the laws of England and you can bring legal proceedings in respect of the product(s) you have ordered or otherwise in relation to the contract in the English courts.