

1. In these conditions of sale "The Company" means Everbright Windows & Doors LLP whose office is at Unit 3, Creative Enterprise Quarter, Javelin Way, Ashford TN24 8FN. "The Customer" means the direct person, firm or company from whom an order is accepted by the Company. "Goods" means goods, products, or services which are subject to such an order/contract be it placed verbally or in writing. "Bespoke" means a product is one that has been designed and manufactured to the Customer's specification and/or made to measure. For example, including, but not solely; glass, frame colour, or hardware specification.

2. Acceptance

- 2.1. The Customer is solely responsible for checking the specifications are correct in the contract. Once payment has been made or email acceptance received from the Customer, this confirms the specifications, and at no point can any amendments to the order be made.
- 2.2. Orders are accepted by the Company subject to a final technical survey.
- 2.3. The Company reserves the right to cancel this order in the event that the surveyor is not entirely happy that the Company can fulfil its obligations to the Customer within the contract price. In this event, any deposit payment in respect of the contract will be returned to the Customer in full by the Company.
- 2.4. The Company reserves the right to make minor variations in the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement. Any specification changes will be of an equal or improved product standard.
- 2.5. Whilst the Company believes that all specifications, illustrations, samples, performance data, and other information contained in any drawings, catalogues, advertisements, or other documents supplied by the Company are as accurate as reasonably possible, they do not constitute a description of the Goods and shall not be taken to be representations made by the Company and are not warranted to be accurate.
- 2.6. We are entitled to update the price advertised from time to time to take account of any increase in our supplier's prices, the imposition of any new taxes or duties, or if due to an error or omission on the price published for the goods on our website is wrong.
- 2.7. The Company does not guarantee colour match between goods.
- 2.8. The customer is solely responsible for ensuring that the supply and installation of the Goods comply with council regulation, Government direction, and local or other authority and has lawfully obtained every necessary licence, permit or authority required in connection with these Conditions.
- 2.9. The Company is not responsible if the correct permits, licences or consents are not in place before or after the provision of the installation of the goods.
- 2.10. The Company does not claim or guarantee that its products eliminate or even reduce the incidence of condensation, mould or dampness.
- 2.11. No warranty whatsoever is given by us as to the degree, if any, of soundproofing and we shall in no circumstances be liable in respect thereof.
- 2.12. The delivery or installation period is an estimation and is not guaranteed. The Company shall not be liable for any delay in the completion of work which arises and we will not be liable for any costs, compensation or damages.
- 2.13. The Company's liability to the Customer in respect of the direct or indirect consequences of any breach or non-performance howsoever caused or of the strikes or of any other circumstance beyond the Company's control or of non-supply by a third party or arising out of negligence or of any misrepresentation or of force majeure or of any other tort or breach of the statute by the Company, its employees or its agents shall be limited to the price of the goods which are the subject matter of the particular order. The Company reserves the right to treat the contract as at an end with no compensation payable to the Customer.

3. Payment

- 3.1. A 30% deposit unless otherwise agreed in the Quotation to be paid upfront prior to the works commencing, with the remaining balance due upon completion, unless otherwise stated by the Company.
- 3.2. The Company reserves the right, for larger works, to charge interim payments at suitable stages as the works progress. The Company will notify the Customer if this is to be the case.
- 3.3. All payments are to be made as scheduled in the contract.
- 3.4. Payment is to be made by cheque, cash, card or bank transfer made payable to the Company.
- 3.5. The total outstanding balance is payable immediately after the Goods have been installed or delivered in accordance with the terms of the contract.
- 3.6. The customer shall not be entitled to withhold payment by reason for any alleged minor effect which would normally be dealt with under the guarantee.
- 3.7. Failure to pay the full price or balance on the due date will invalidate the terms of the product guarantees and issue of certificates.
- 3.8. The Company is not required to carry out any further work for the Customer until any balances have been paid in full.
- 3.9. Any outstanding balances not paid in full by the due date will incur daily compounding interest at a rate of 8% from the due date until the balance is fully settled. Additionally, a late administration fee of £40.00 will be applied every 30 days the balance remains unpaid.
- 3.10. The Company reserves the right to engage a Debt Recovery Agency to recover unpaid balances. In such cases, any product guarantees will be rendered void, and the Customer will be responsible for covering all additional costs incurred by the Company in the recovery process.
- 3.11. Orders are individually manufactured and any Goods not used in their intended location in the Customer's premises cannot be credited against the contract price.
- 3.12. The Company's consumables materials or items used to execute or perfect the installation of goods. e.g. trims, ancillaries, sealants, fixings, foam etc. which are not used during installation, remain the property of the Company and cannot be credited against the contract price.

4. Delivery/Installation

- 4.1. Risk shall pass to the Customer when Goods leave the Company's premises where the Customer collects or items are delivered. Risk shall pass to the Customer when Goods have been installed by the company.
- 4.2. The Company services are subject to current weather conditions, thus we may need to delay and/or reschedule the Services and the Company shall not be liable for any adverse effect this may have.
- 4.3. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company's bank account.
- 4.4. The Customer agrees to permit access to the Company and its workmen to the installation address at all reasonable times Monday to Friday, between 8.30 am and 4.30 pm on Monday to Friday, in order that the Company may carry out the works scheduled. If, within 28 days of being advised that the Company is ready to install, the Customer has not agreed to an installation date, the balance of the contract order price becomes payable.

- 4.5. Should the Customer wish to change the arranged installation date, at least 14 days prior written notice is required, otherwise a rearrangement fee of £750 will apply.
- 4.6. The Customer will provide the free use of a reasonable amount of water and electricity.
- 4.7. The Company does not undertake the move of services, household fixtures or fittings which are ancillary to the basic structure of the property, e.g. doorbells, house numbers, radiators, pipes, electricity, alarms, telephone or television cables ect.
- 4.8. Unless otherwise stated in writing, the Customer is responsible for the removal and the re-erect of all household fixtures, including curtains, shutters, nets, rails, shades, shutters, blinds, etc, before and after the installation.
- 4.9. The Customer is responsible for ensuring at least a 1-meter working space from the installation site.
- 4.10. The Customer ensures to keep family members and pets away from the room when installation is being carried out.
- 4.11. If the Customer instructs the Company to remove or re-erect the household fixtures blinds or curtains, the Company will take reasonable care when doing this but any such works are taken at the Customer's risk and the Company shall not be responsible for the operation or condition of the items once removed, fitted or stored.
- 4.12. The Company reserves the right to charge for wasted time if it is unable to carry out installation or work due to site-specific restrictions or poor conditions.
- 4.13. The Company will take all reasonable care and effort to minimise any damage to immediate surrounding plaster, brickwork, floors, rendering, tiles, decoration, paint, and wallpaper at the Customer's property when carrying out the installation of Goods, but cannot accept liability.
- 4.14. The Company will make repair and make good any physical damage caused in the course of installation to plaster walls, rendering or brickwork (providing the existing fabric is of sound condition), within 15 mm surrounding from newly installed Goods. However, under no circumstances can the Company undertake to provide matching ceramic or other tiles or specialised finishes such as Tyrolean or Pebble-dash, nor can the colour of the making good or rendering be guaranteed to match the existing rendering or mortar used in the original property.
- 4.15. The company does not provide or apply any decorative finish to such making good. Repair to the decoration of the internal and external surfaces remains the Customers responsibility.
- 4.16. The Company accepts no responsibility for any damage resulting from structural or other defects in the Customer's property at which the installation is carried out.
- 4.17. Every effort will be made to protect and clean working areas as best as practicable, but the Company cannot be held responsible for small fragments /splinters/ particles/paint splash, which may still be present.
- 4.18. The contract price does not include the repair or replacement of any rotten timber, defective lintels, floors, plaster, bricks, hidden services, or hazardous materials such as asbestos found during the course of carrying out the installation otherwise of any other structural defects unless such work is specified in the schedule of work or quote in writing. Any such work found to be necessary by the Company will be brought to the attention of the Customer and will be the subject of a separate quotation.
- 4.19. No undertaking can be given that the Customer's existing doors, windows and/or frames can be removed so as to be fit for re-use or any other purpose and they will be removed from the site and disposed of unless the Customer instructs the installer to leave them.
- 4.20. The Customer permits the Company free of any charge or fee, the right to produce and use images of the installation and grant licence to use and reproduce the Images (including on website, social networking and other online pages and sites that mention or promote us) in perpetuity.

5. Customer's right to cancel

- 5.1. The Customer has the right to cancel the contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which the Customer agreed to the contract.
- 5.2. The Customer's right to cancel excludes goods, which are of a bespoke nature the value of which is stated in the contract.
- 5.3. To exercise the right to cancel, the Customer must inform the Company of the decision to cancel the contract in writing.
- 5.4. If the Customer cancels the contract, the Company will reimburse all payments received from the Customer, excluding the cost of bespoke products named in the contract, but including the costs of delivery.
- 5.5. The Company may make a deduction from the reimbursement for the loss in value of any goods supplied, if the loss is the result of any, the Company will make the reimbursement without undue delay and not later than - (a) 14 days after the day on which the goods are received back from the Customer (b) if there were no goods supplied, 14 days after the day on which the Company was informed about the Customers decision to cancel this contract. The Company will make the reimbursement using the same means of payment which was used for the initial transaction.
- 5.6. Where the Customer has already received the goods, the Customer shall return the goods to the Company at the Customer's expense.
- 5.7. If the Customer has requested to begin the performance of any services contracted for within the contract, during the cancellation period, the Customer shall pay the Company an amount which is in proportion to what has been performed until the Customer has communicated the decision to cancel the contract, in comparison with the full coverage of the contract.

6.1. Product Guarantee Includes:

uPVC Frames - Guarantee Period: 10 years Coverage: Failure in welded joints, distortion, and surface finish.

Insulated Glass Units - Guarantee Period: 5 years Coverage: Failure of hermetical seals (misting between panes).

Hardware & Locking Mechanisms - Guarantee Period: 1 year Coverage: Failure in locking mechanisms, hinges, and all metal moving parts.

Composite Doors purchased after 02/04/2024 - 18/12/2024 - Guarantee Period: 10 year Coverage: Failure in all parts.

Composite Doors purchased before 02/04/2024 Guarantee Period: 10 years Coverage: Failure in welded joints, stainless steel hardware and colourfast of the door slab (excludes Rosewood, Oak, Coastal Properties) Guarantee Period: 5 years on Rosewood, Oak & Coastal Properties Coverage: Failure in welded joints and colourfast of the door slab Guarantee Period: 1 year Coverage: Locking mechanism and hardware (letter plate, knocker, etc). Guarantee Period: 5 years Coverage: Failure of hermetical seals (misting between panes).

Composite Doors purchase after 18/12/2024 - Guarantee Period: 10 years Coverage: Failure in welded joints, stainless steel hardware and colourfast of the door slab on sprayed & non sprayed (excludes Rosewood, Oak, Sprayed, Coastal Properties) Guarantee Period: 5 years on Rosewood, Oak Sprayed & Coastal Properties Coverage: Failure in welded joints and colourfast of the door slab Guarantee Period: 1 year Coverage: door furniture hardware (letter plate, knocker, etc) Guarantee Period: 10 years Coverage: Failure of hermetical seals (misting between panes) Guarantee Period: 10 years Coverage: Operation and performance of door locks, Guarantee Period: 1 Year Coverage: Threshold Rubbers.

Fire Composite Doors - Guarantee Period: 10 years Coverage: Failure in welded joints, stainless steel hardware and colourfast of the frame and door slab (sprayed & non-sprayed) (excludes Rosewood, Oak, Coastal Properties) Guarantee Period: 3 years on Rosewood, Oak & Coastal Properties Coverage: Failure in welded joints and colourfast of the frame & door slab (sprayed & non-sprayed) Guarantee Period: 2 year Coverage: Locking mechanism and hardware (letter plate, knocker, etc) Guarantee Period: 10 years Coverage: Failure of hermetical seals (misting between panes) Guarantee Period: 1 Year Coverage: Threshold Rubbers.

Aluminium Frames - Guarantee Period: 10 years Coverage: Failure in joints, distortion, and coating.

uPVC Door Panels - Guarantee Period: 5 years Coverage: Failure in joints, distortion, and surface finish.

Up & Over Steel Garage Doors - Guarantee Period: 10 years Coverage: Failure against panel corrosion, immovable frame parts (2 years on Canopy Doors) Guarantee Period: 5 years on Steel Doors or 2 years on GRP Door Coverage: Paint finish failure. Guarantee Period: 2 years Coverage: Movable, mechanical parts.

Electric Roller Garage Doors - Guarantee Period (Hold to Run System): 2 years. Guarantee Period (Safety Edge System): 5 years Coverage: Doors, motors, and electronic components.

Windowboards - Guarantee Period: 1 year Coverage: Failure in distortion, and surface finish.

Secondary Glazing - Guarantee Period: 10 years Coverage: Physical Faults or Errors

Integral Blinds - Guarantee Period: 5 years Coverage: Failure hermetical seals units & integral blinds Guarantee Period: 2 years Coverage: Failure in external blind components. I.e cord, slider.

Insulated Roofs - Guarantee Period: 10 year Coverage: on tiles, structure and roofline.

Installation - Guarantee Period: 2 years, Coverage: Physical Faults or Errors.

Building Regulations - Guarantee Period: 6 years Coverage: Building regulations breach if registered with a competent person Scheme).

6.2 Product Guarantee Terms

Guarantee Activation: Effective immediately upon final payment received in full on time per the terms of the contract.

Repair or Replacement: The Company will repair or replace defective goods free of charge within the product guarantee period, at the Company's sole discretion, subject to availability. Excluding supply-only contracts covered by manufacturers warranty.

Replacement Goods: The closest goods of the same specification will be supplied if the original goods are discontinued. All replacement goods are covered from the initial effective guarantee date.

Maintenance Requirement: Products must be maintained in line with the manufacturer's guidelines for the guarantee to remain valid. Maintenance guides can be found on www.everbrightwindows.co.uk/brochures

Reporting Imperfections: Imperfections, scratches, or marks must be reported to the Company within 3 days of installation with photographic evidence.

Claim Process: Complete an online claim request form with details and photographic evidence. Proof of purchase and identification may be required. Form can be found on www.everbrightwindows.co.uk/warranty-request-1

Work Hours: Work is carried out between 08:30 and 17:00, Monday to Friday (excluding public holidays).

Subsequential: The Company will not be liable for any subsequent loss, damage, or expense incurred by the Customer. Whether direct, indirect, or consequential, and regardless of any prior notification to the Company about the potential for such loss or damage.

Void: The guarantee becomes void if goods are misused, neglected, damaged (intentionally or accidentally), tampered with, altered, modified, or not maintained in line with the manufacturer's guidelines or due to the failure of the surrounding foundations or structure.

Exclusions: The guarantee excludes: Wear and tear in any way. Cosmetic deterioration or discolouration to sealant, mastic, trims, handles, letter plates, and weather bars. Consumables items, such as batteries, bulbs, fuses, sensitivity adjustments, etc. Stained glass and lead work against fading or discolouration. Movement and thermal movement, realignments, dragging, dropping, or other minor progressive issues. Elimination of water ingress as a result of harsh weather conditions. Small imperfections in the uPVC frame that are not visible when viewed from 1 metre. Small imperfections in standard insulated glass units that are not visible when viewed from the inside of the room 2 meters away, in natural daylight, and looking directly through the glass. Small imperfections in toughened or laminated insulated glass units that are not visible 3 meters away. The elimination or even reduces the incidence of condensation, mould, or damp.

Out of Guarantee: A minimum fee of £120 plus vat for products/service out of the guarantee period, payable before work commences.

Transferability: Building Regulations guarantee are transferable without written permission. Other aspects of the guarantee can be transferred to new owners of the goods for the cost of £350.00 inc. VAT, subject to goods inspection by the Company before transfer.

Dispute Resolution: The Glazing Arbitration Scheme (TGAS) nominated ADR provider will mediate any disputes related to the guarantee.

Manufacturer's Guarantees: The customer is responsible for registering additional guarantees or insurances offered by manufacturers.

Amendments: The Company reserves the right to amend the guarantee period in line with the manufacturer's warranty.

Statutory Rights: The guarantee terms do not exclude or restrict the Customer's statutory rights.

7. Miscellaneous

7.1. The Company shall not be responsible, under any circumstances for any subsequential loss, damage, or expense (where direct, indirect or consequential) howsoever caused or suffered by the Customer at any point, even if the Customer had previously advised the Company of the possibility of such loss or damage

7.2. The Company reserves the right to amend and make changes to the terms and guarantees at any time at the Company's sole discretion.

7.3. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer.

7.4. The formation, construction, and performance of this agreement or order shall be governed in all by English Law.