

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 to check 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 fulfill 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 have 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. All payments are to be made as scheduled in the contract.
- 3.2. The total outstanding balance is payable immediately after the Goods have been installed or delivered in accordance with the terms of the contract.
- 3.3. 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. If payment is not made by the customer as above on completion of installation, no certificates or guarantees will be issued.
- 3.4. Payment is to be made by cheque, card or bank transfer made payable to the Company.
- 3.5. Any outstanding balances not paid in full by the Customer on the date of the installation will result in loss of the product guarantees and be compounded at an interest rate of 8% per 30 days plus £30.00 admin fee.
- 3.6. 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.
- 3.7. The Company's consumables materials or items used to execute or perfect the installation of goods.e.g trims, 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. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. The Customer will provide the free use of a reasonable amount of water and electricity.
- 4.6. 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. radiators, pipes, electricity, alarms, telephone or television cables.
- 4.7. 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, and blinds, etc, before and after the installation.
- 4.8. The Customer is responsible for ensuring at least a 1-meter working space from the installation site.
- 4.9. The Customer ensures to keep family members and pets away from the room when installation is being carried out

- 4.10. 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.
- 4.11. 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.
- 4.12. 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.
- 4.13. 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.
- 4.14. 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.
- 4.15. 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.
- 4.16. 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, which may still be present.
- 4.17. The contract price does not include for 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.
- 4.18. 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.
- 4.19. The Customer permits the Compay 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. Product Guarantee Conditions

- 6.1. The Company will repair or replace all goods, free of charge, that are or become defective by reason of faulty goods or workmanship within the product guarantee period, at the Company's sole discretion, within a reasonable time subject to replacement availability. Excluding supply only contracts which are covered only by the manufacturer's warranty/guarantee.
- 6.2. Any product guarantee will come into effect immediately upon date of payment has been received in full price by the contract payment due date.
- 6.3. All products must be adequately maintained by the Customer in line with the manufacturer's maintenance guidelines for the product guarantee to remain valid.
- 6.4. Imperfections, scratches or marks must be reported by the Customer to the Company by email with photographic evidence within the first 3 days of installation.
- 6.5. As part of the claims process, including where goods have been sold on by the Customer. The Company will request that the Customer completes a short claim request form advising the Company about the details of the claim with photographic evidence. The Customer may also need to provide the Company with proof of purchase and identification.
- 6.6. A minimum call-out fee of £80.00 will be payable by the Customer for a product out of the guarantee period. Any remedial work not covered under the guarantee, is to be carried out at a pre-arranged fee, which shall be payable before any work commences.
- 6.7. If any goods have been discontinued, the closest goods of the same specification will be supplied as a replacement. Any replacement goods supplied under the guarantee period are effected from the original point of sale and is not extended.
- 6.8. All works carried out under the guarantee will be carried out between 08:00 and 16:30 Monday to Friday (excluding public holidays).
- 6.9. Any goods deemed misused, neglected, damaged (willful or accidental), tampered, altered or modified by a third party, or failure of the surrounding foundations or structure will render the guarantee null and void.
- 6.10. 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.
- 6.11. Written permission is not required to assign Building Regulation guarantee activities to a third party which is freely transferable. All other aspects of this guarantee are transferable to new owners of the goods for an administration cost of £350.00 inc vat. The Company reserves the right to inspect the goods before agreeing on the transfer.

- 6.12. uPVC or Composite doors that have 'dropped' or require realignment excluding thermal movement, are covered by a free adjustment call-out service within the first year of its installation.
- 6.13. The guarantee excludes: wear and tear in any way. Cosmetic deterioration to internal sealant, trims, handles, letter plates, door handles and weatherbars. Consumables items, such as batteries, bulbs, fuses, sensitivity adjustments etc. Stained glass and lead work against fading or discolouration. Movement, dragging, drooping, 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.
- 6.14. In the event of a dispute relating to the terms of this guarantee, the FENSA's nominated Alternate Dispute Resolution (ADR) provider shall be used to mediate any disputes.
- 6.15. 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.
- 6.16. The Customer is responsible for registering of additional guarantees or insurances offered by some manufacturers.
- 6.17. The Company reserves the right to amend and make changes to the guarantee period inline with the manufacture's warranty.
- 6.18. Nothing in the guarantee terms shall be interpreted as excluding or restricting the statutory rights of the Customer.
- 6.19 Product Guarantee includes:
- uPVC Frames** - 10 years against any failure in welded joints, distortion and surface finish.
  - Aluminum Frames** - 10 years against any failure in joints, distortion and coating.
  - Insulated Glass Units** - 5 years against the failure of hermetical seals (i.e. misting between panes).
  - uPVC Door Panels** - 5 years against any failure in joints, distortion and surface finish.
  - Hardware & Locking Mechanism** - 1 year against any failure in locking mechanisms, hinges, and all metal moving parts.
  - Composite Doors** - 10 years or manufacturer's guarantee period whichever is the lesser - against failure in manufacture (welded joints) on white and woodgrain outer frame.
  - 10 years or manufacturer's guarantee period whichever is the lesser - against failure in colourfast on white outer frame.
  - 5 years or manufacturer's guarantee period whichever is the lesser - against failure in delamination (foil peeling) and colourfast on woodgrain outer frame.
  - 10 years or 5 years (Rosewood, Oak, and coastal properties) or manufacturer's guarantee period whichever is the lesser - against failure in the manufacture and colourfast (cracking, flaking or peeling with normal use) of the door slab.
  - 1 year or manufacturer's guarantee period whichever is the lesser - against failure in the locking mechanism.
  - 1 year or manufacturer's guarantee period whichever is the lesser - against failure in functionality on the hardware (letter plate, handles, knocker, etc.)
  - 10 years or manufacturer's guarantee period whichever is the lesser - against failure in functionality and corrosion on the Stainless Steel hardware.
  - 5 years or manufacturer's guarantee period whichever is the lesser - against failure of hermetical seals (i.e. misting between panes) on glazed units.
  - Electric Roller Garage Doors** - 2 years (Hold to run system) or 5 years (Safety Edge system) - against the doors, motors, and electronic components.
  - Up & Over Garage Doors** - 10 years against panel corrosion.
  - 10 years against any failure in immovable frame parts on Retractable Doors or 2 years on canopy doors.
  - 5 years against any failure paint finish on steel doors or 2 years on timber & GRP doors .
  - 2 years against any failure in movable and mechanical parts (springs, rollers wheels, locking points, rods/cables, barrel and locking mechanisms).
  - 2 years** - Guaranteed against physical faults or errors in the installation which have been caused by defective workmanship.
  - 6 years** - Where the works are registered with a Competent Person Scheme; this guarantee covers a breach of the Building Regulations in force at the time of the completion of the works.

8. Miscellaneous

- 8.1. 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
- 8.2. The Company reserves the right to amend and make changes to the terms and guarantees at any time at the Company's sole discretion.
- 8.3. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer.
- 8.4. The formation, construction, and performance of this agreement or order shall be governed in all by English Law.