

### **Conditions of Sale --- February 2012**

1. The Company is Clearview Glaziers Company Ltd.
2. The Customer is the person or their agent buying on their behalf and is responsible for all measurement and designs given to the Company, firm or company who enters into the contract to purchase Goods.
3. All Prices are unless otherwise stated the factory ex works price.
4. All prices are exclusive of any applicable VAT, which the Customer is liable to pay to the Company.
5. Orders for Customers without an account are accepted if payment is made in advance of production.
6. Accounts are opened subject to approval of references and at the sole discretion of the Company. The Company will make a search with a credit reference agency. The Company may also make enquiries about the Customer's directors and or owners of the Customer's business with a credit reference agency. The Company will monitor and record information relating to the Customer's trade credit performance.
7. The Company shall be entitled to submit its invoice with its delivery advice note/collection note/Job sheet or at any time thereafter save that where delivery/collection/works completed has been postponed at the request of or by the default of, the Customer then the Company may submit its invoice at any time after the Goods are ready for delivery/collection/job booked or would have been ready for delivery but for the request or default as aforesaid.
8. These credit terms may be withdrawn or amended at the discretion of the Company at any time and without notice to the Customer.
9. No disputes arising under the contract, nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.
10. The time for payment of the Goods/works carried out or any installment shall be of the essence. In the event of default in payment by the Customer the Company shall be entitled, without prejudice to any other right or remedy, to suspend all further deliveries/collections or supply of services on any contract or contracts between the Company and the Customer without notice and the Company reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (interest) Act 1998 after as well as before judgment until payment in full is made.
11. Any credit terms extended by the Company shall cease on any change in the legal status of the Customer. Any change in the legal status of a Customer must be notified to the Company in writing signed by a Director or Proprietor. Credit terms will only be reinstated by the Company following such a change at the Company's sole discretion and confirmed by the Company in writing signed by a Director of the Company.
12. All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the Contract or any variation thereof unless expressly accepted by the Company in writing.
13. Quotation shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or verbal notice

14. All dimensions to be supplied in metric (mm). All designs are viewed from the Outside.
15. Should the Customer change the details of the order and the Company has commenced the manufacturing process, the Company reserves the right to make a charge for reasonable costs involved as each item is bespoke.
16. Web prices- Are subject to confirmation from Clearview and reserve the right to any pricing being increased upon Process/Survey and Installation.
17. Fitting costs- subject amendment upon installation @ either the survey or installation due to unforeseen circumstances.
18. Timescales- Installation times are set estimated and Clearview will not be liable for additional costs incurred by customer.
19. Any orders cancelled before the Company begins manufacturing may be subject to a charge to cover our costs such as administration costs, card fees etc.
20. Urgent verbal and telephone orders, to enable production and delivery space to be planned, will only be accepted on the basis that confirmation will be sent by First Class post, fax or e-mail immediately. Where the date of delivery is such to necessitate manufacture being started before such confirmation is actually received the Company shall not be liable for any unforeseeable inaccuracies in the specification of the goods manufactured except insofar as such inaccuracies are caused by negligence and/or breach of contract of the Company. The Company reserves the right to charge the Customer, in full, for any reasonable costs incurred.
21. If the Customer fails to be on site for an agreed delivery, the goods will be returned to our factory for the customer to collect or if a re-delivery is required the Company reserves the right to do so at extra reasonable cost.
22. All risks in the goods shall pass to the Customer or his agent upon delivery.
23. The Company will do all it reasonably can to meet the delivery period advised to you. In the case of unforeseen circumstances beyond our reasonable control such as weather, traffic or mechanical breakdown, we shall contact you and agree an alternative date. Time for delivery is given as accurately as possible but is not guaranteed, the Customer shall have no right to damages or to cancel the Order for failure for any cause to meet any delivery time stated.
24. The Company undertakes to repair or replace or manufacture within a reasonable period of time any of its goods as a result of defective materials or manufacture. Nothing in these Conditions of sale will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights please contact your local authority Trading Standards Department or Citizens Advice Bureau.
25. The Company reserves the right, in agreement with the customer, to request an Independent Inspection of any suspect goods as referred to in (note 22), above, or to carry out a mutually agreed inspection to identify whether the goods have been properly installed, used, maintained, stored or serviced. The Company reserves the right to make a charge to cover any reasonable costs if the goods have not been properly used or installed.
26. Materials and goods supplied under this order will of a satisfactory nature and fit for their normal purpose.

27. After delivery of the goods the Customer shall examine them as soon as reasonable possible and to notify the Company of any fault or damage as soon as reasonably possible in writing.
28. We recommend that a competent or qualified person carries out the installation of the goods supplied.
29. All goods should be checked for design details and sized prior to removing any existing windows or doors and before commencing your installations or hiring of a third party to install your product. Inaccuracies have been known to be caused by the surveying and/or ordering person, before commencing or organizing your installation.
30. Due to on-site handling, installation methods and the type of opening that the goods are being installed into, minor adjustments may have to be attended to by the installer.
31. We may make minor technical changes to the specification of your products that will not be to the detriment of their function or appearance and will not affect the price. Any major changes will be advised for the Customer's approval or we will refund you in full.
32. This order can be cancelled but as all windows, doors and other products are manufactured to the Customer's specific requirements and cannot be resold all costs incurred by the company up to the point of cancellation including but not limited to manufacture of the goods will be chargeable.
33. The contract turnaround period commences from the next working day after the order has been placed.
34. Customers who consequently make amendments to their Order/Contract after production has commenced, without notifying the company to place the order on hold, may be subject to additional changes. This would be dependent upon the changes made and if any additional costs are incurred by the company as a result of the change to Order/Contract, these charges will be passed on to the customer.
35. Should the customer make an amendment to their Order/Contract, the production period will be restarted from this point.
36. All amendments to the Order/Contract must be confirmed in writing, by the customer, eg Post, fax or email.
37. If it is your intention to arrange for a third party to install the goods, please ensure that the products have been physically delivered. Check that all parts are present and correct so that in the unlikely event that parts may be missing, incorrect or damaged you ensure we have reasonable time (\*) to arrange the delivery of the new parts before confirming an assembly date or prior to engaging a third party to carry out the installation (\* Please note that reasonable time would typically be within 1 to 2 weeks assuming replacement parts are in stock, however if we have to order or manufacture part then the time may be longer). Should you use a third party to carry out your installation please ensure that you give them sufficient time to familiarize themselves with and check the materials before committing to an installation date.
38. A £ 25.00 administration fee will be charged for casement changes / A £40.00 administration fee will be charged for Composite door changes / A £10.00 administration charge will be charged for Glass/Double Glazing Glass changes, for amending confirmed orders after they have been transferred to our Production Department, further charges will apply if physical production of the items has already begun.

39. Title in the Goods or any part thereof supplied hereunder shall not pass to the Customer until payment has been made in full and cleared funds received for:
- (a) The Goods, including any interest payable, and
  - (b) All other goods the subject of any other contract between the Company and the Customer which at the time of payment of the price of the Goods have been delivered/ collected/ works completed to the Customer.
40. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
41. No representations is made nor warranty given by the Company as to the suitability or fitness of the Goods for any particular purpose, and the Customer shall be responsible for ascertaining whether the Goods are suitable or fit for the Customer's purpose, and the Company shall be under no liability for any loss damage expense or liability incurred by the Customer or any third party as a result of the Goods not being suitable for a particular use.
42. Save as provided in this Condition above 38/39 the Company's liability in connection with the sale of the Goods to the Customer shall be as follows: (a) in respect of the physical damage to or loss of the Customer's tangible property to the extent that it results from the wilful default or negligence of the Company, its employees agents or contractors the Company's liability shall be limited to the level of insurance that the Company has in place from time to time in respect of each incident or services or connected incidents; (b) in respect of all other direct loss (whether in contract or otherwise) the Seller's liability shall not exceed the price of the Goods; and
43. The Company shall not be liable to the Customer in respect of any loss of goodwill, loss of profit, loss of business or for any type of consequential, special or indirect loss or damage.
44. Force Majeure: If the Company is prevented (directly or indirectly) from making delivery of any Goods by reason of force majeure (as hereinafter defined) the Company shall be under no liability whatsoever to the Customer nor shall the Company be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of its obligations in relation to the Goods, and the Company shall have the right at its absolute discretion to allocate such deliveries as it is able to make, between deliveries pursuant to the Contract, and deliveries pursuant to any other contract with any third party.
45. The following shall be regarded as an act of force majeure:
- Act of God, explosion, flood, tempest, fire, accident, war, threat of war, sabotage, insurrection civil disturbance, government requisition, acts restrictions, regulations, bye-laws, prohibitions, or measures of any kind, on the part of any governmental, parliamentary, or local authority; import or export regulations, or embargoes, strikes, lock-outs, or other industrial actions, or trade disputes, shortages of raw materials, labour, fuel or parts of machinery, power failure, or breakdown in machinery, including tooling and die failure and any other cause whatsoever beyond the Company's reasonable control.

Guarantees/ Warranty

- Sealed Units --- 2 years against condensation inside the sealed unit, (subject to maintenance and correct installation)
- Furniture: 1 year against failure in operation (subject to maintenance)
- White Profile: 10 years colour warranty (given by profile manufacturer Synseal)
- Foiled Profile: 5 years colour warranty (given by profile manufacturer Synseal) • Panel products White: 1 year
- Panel products Woodgrain: 1 year (laminated panels are unsuitable for sunny or warm locations. Please be advised of this when surveying your installation.
- Composite door slabs : 10 year warranty (given by slab Manufacturer Doorstop) for domestic use NB Door leaf
  - (a) In normal use the doors will not crack, chip, blister, fake or peel.
  - (b) When exposed to direct sunlight over long periods of time, discolouration may occur, but this will be within the accepted tolerances contained within GRS 3---4 according to BS EN ISO 11341 for paints and varnishes.

- This warranty excludes Damage from impact or neglect.
- Misuse
- Failure to poor installation
- Failure to building subsidence
- Faults caused by willful or neglectful damage or by excessive wear and tear
- Any modifications/alteration made post installation
- Act of God