

# RIVERSIDE WINDOWS LTD

## Terms and Conditions

### 1. Definitions

- a. iGoodsî means the goods (including any installments of the goods or any part of them) which the Company is to supply in accordance with these conditions.
- b. ithe Companyî means Riverside Windows Ltd.
- c. Written notice, where required, shall be given by the Purchaser in writing to:
- d. iPremisesî means the installation address of the Purchaser as set out on the Purchase Contract.
- e. iPurchaserî means the name of the purchaser on the Purchase Contract.
- f. iSurveyorî means the person appointed by the Company from time to time to inspect the Premises prior to installation of the goods.

### 2. Parties and basis of the sale

- a. The agreement between the Purchaser and the Company comprises the Purchase Contract, the Schedule of Works and these terms and conditions.
- b. This agreement is conditional upon inspection by the Company's Surveyor and his subsequent approval of the Schedule of Works.
- c. This agreement is made between the Company and the Purchaser and shall not be assigned by the Purchaser without the Company's written agreement.

### 3. Survey

- a. Following receipt by the Company of the Purchase Contract and Schedule of Works duly completed and signed by the Purchaser, the Surveyor shall carry out an inspection of the Premises within one month. The Purchaser and the Company shall use their reasonable endeavours to agree a convenient inspection date.
- b. If the Surveyor advises the Company that the proposed works are not feasible, the company shall give notice in writing to the Purchaser within 21 days of inspection that the agreement is cancelled. The Company shall return any deposit to the Purchaser forthwith.

### 4. Delivery

- a. If delivery/installation cannot or does not take place on the agreed date, the parties will use reasonable endeavours to agree a new delivery/installation date.

### 5. Installation

- a. The Company shall not be liable for removing/moving or disconnecting/ connecting any service, fixtures or fittings otherwise in the immediate area of installation of the Goods.
- b. The Company shall take reasonable care to carry out the works without causing damage to the Premises and will make good plaster and cement works where necessary.
- c. The Purchaser accepts that in order to install Goods the Company will have to demolish and remove existing frames, glass or secondary double glazing units. Unless it is clearly stated on the Purchase Contract, all materials removed during the installation will be cleared from the Premises.

### 6. Variation

- a. No variation of, or addition to, the work specified in the Schedule of Works shall have effect unless in writing between the parties as soon as possible after this agreement has been signed.
- b. The Purchaser acknowledges that variations to the Schedule or Works could result in the postponement of the delivery date agreed by the parties.
- c. The Company shall not be responsible for or bound by any verbal agreement made between the Purchaser and any sales representative of the Company.

### 7. Cancellation

- a. Either Party shall have the right to terminate this agreement as shown on the Purchase Contract without penalty within seven days from the date of this agreement, subject to Written Notice of such termination being given by one party to the other, within such period. In the event of termination by other party, the Company shall refund to the Purchaser all sums paid by the Purchaser to the Company by way of deposit or otherwise save that the Company shall offset the Company's Surveyors charges incurred before termination by the Purchaser.

### 8. New Build or prepared openings

- a. Where manufacturing sizes are supplied by the purchaser, those sizes will be taken as correct and any subsequent inaccuracies which result in the manufacture of incorrect size will result in an additional charge being levied against the Purchaser.

### 9. Payment

- a. Upon substantial completion the Company will deliver an invoice to the Purchaser for the balance of the price.
  - b. The Purchaser shall pay the invoice immediately on receipt.
  - c. The time of payment of the invoice shall be the essence of this agreement. If the Purchaser fails to pay on the due date stated on the invoice then, without prejudice to any right or remedy available to the Company, the Company shall be entitled to charge the Purchaser interest (both before and after any judgement) on the amount unpaid, at the rate of 5% above the base rate for the time being fixed by Natwest Bank. Minor snagging is not considered a defect and reason to withhold payment.
  - d. Notwithstanding that the risk in the goods has passed to the Purchaser 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. In the event of the Purchaser's insolvency, the Company will retain title to the goods, even if paid for, in respect of the unpaid price of any other goods sold and delivered to the Purchaser by the Company under the same or any other contract.
  - e. The Purchaser shall pay by cash, a cheque or home improvement loan documents in favour of the Company only. Minor defects in the work shall not entitle the Purchaser to withhold payment of the invoice and shall amount to breach of this agreement. The Company requires the Purchaser to rely on its assurance that such minor defects will be rectified in accordance with the terms of its

guarantee.

### 10. Value Added Tax

- a. Will be paid by the Purchaser at the appropriate rate.

### 11. Guarantee

- a. The Company undertakes to repair or replace free of charge any defective glazed unit for a period of 5 years. Any other unit or component supplied or installed by the Company for a period of ten (10) years from the date of installation, in accordance with the Company's written form of warranty issued upon receipt of payment provided that written notice of defect is given within 28 days of the date on which the discovery of defect ought reasonably to have been made. Removal and/or repositioning of the installation by Persons other than the Company's personnel will invalidate the warranty. Guarantees full description & Terms & Conditions can be found on the rear of the final invoice.

### 12. Further Agreement

- a. In the event of the Purchaser entering into a further agreement with the Company at a later date, the Company reserves the right to alter the specifications of its product including components.

### 13. Glass

- a. The glass used in the Company's units is of the best quality obtainable but may have minor imperfections, the Company cannot promise a higher standard of its product including components.

### 14. Condensation

- a. Under certain environmental conditions, condensation may occur with double glazing units. For further explanation, please refer to the GGF leaflet about condensation.
- b. The Company gives no warranty concerning the incidence, prevention or removal of condensation following installation.

### 15. Complaints

- a. Written notice of any defect should be given as soon as possible to the Head Office by first class post addressed to the Service Manager.
- b. The Purchaser hereby agrees to permit the Company a reasonable opportunity of providing a remedy to any defect for which the Company is liable.

### 16. Law

- a. Nothing in these terms and conditions affects the Purchaser's statutory rights.

### 17. Payment

- a. Payment by credit card will incur a 2.4% surcharge.