



## TERMS AND CONDITIONS

### 1. Definitions

- a. "Goods" means the goods (including any instalments of the goods or any part of them) which the company is to supply in accordance with these conditions.
- b. "The Company" means Aldridge Installations Ltd.
- c. Written notice, where required, shall be given by the purchaser in writing to 60 High Street, Totton, Southampton, Hampshire, SO40 9HN.
- d. "Premises" means the installation address of the purchaser as shown on the purchase contract.
- e. "Purchaser" means the name of the purchaser as set out on the purchase contract.
- f. "Surveyor" 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 on 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 permission.

### 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 with one month. The purchaser and 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 this agreement is cancelled. The Company shall return the 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 on 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 will 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.

### 6. Variation

- a. No variation or addition to, the work specified in the schedule of works shall have affected unless in writing between the parties as soon as possible after the agreement has been signed.

- b. The Purchaser acknowledges that variations to the schedule of works could result in 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 Sales Representative of the Company.
- d. The Company shall not be liable for any verbal or written representation (excluding and fraudulent misrepresentation made by or on behalf of the Company and the Purchaser acknowledges that it was not included to enter into this agreement by reason of such presentation.

## 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 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 either party, the Company shall refund to the Purchaser all sums paid by the Purchaser to the Company by way of deposit.

## 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 an incorrect size will result in additional charge being levied against the Purchaser.

## 9. Payment

- a. Before work can commence the Company will deliver a Deposit invoice to the Purchaser for 50% of the balance.
- b. The Purchaser shall pay the invoice immediately on receipt.
- c. Upon completion the Company will deliver invoice for the balance.
- d. The Purchaser shall pay the invoice immediately on receipt.
- e. 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 a reason to withhold payment.
- f. The Purchaser shall pay by cash, a cheque or bank transfer. Minor defects in the work shall not entitle the purchaser to withhold payment of the invoice and shall amount to a 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. Failure to comply with the following maintenance recommendations may render the guarantee invalid.
- b. Maintenance is the responsibility of the owner/occupier.
- c. PVCu windows and door frames are guaranteed against any failure in welded joints and distortion in accordance with system supplier's recommendations for a period not longer than 10 years from the date of installation.
- d. Glass sealed units are guaranteed for a period no longer than 5 years after the installation date.
- e. Locking mechanisms and hinges and all metallic moving parts are guaranteed for 1 year subject to regular maintenance by the customer. Cosmetic deterioration to handles, letter plated, and door handles etc. Due to general wear and tear are not covered by this guarantee.
- f. No guarantee is given to the elimination of condensation.
- g. This guarantee does not cover for breakage of glass after the installation is complete.
- h. Excludes consequential loss.
- i. All guarantees are given in good faith. However, if it is deemed after a visit from a company representative that our product has been misused, tampered or damaged in any way we will render the guarantee null and void leaving any remedial work at a pre-arranged fee, which shall be payable before any work commences.

- j. Any failure of material under the term of this guarantee will repaired at Aldridge Installations Ltd.

## 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 glass than they can provide.

## 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 give no warranty concerning the incidence, prevention or removal of condensation following installation.

## 15. Complaints

- a. Notice of any defect should be given as soon as possible. Please contact the Operations Manager in the office so that your complaint can be dealt with quickly and effectively. A copy of the Companies complaint procedure can be requested.
- 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.
- b. This guarantee is non-transferrable. All goods remain the property of Aldridge Installations Ltd. Until payment has been received in full and has cleared the banking process.