

TERMS AND CONDITIONS OF PURCHASE AGREEMENT / CONTRACT

1. DEFINITIONS

1.1 In these Conditions: "Conditions" means SWC's terms and conditions of sale as set out below; "Contract" means the contract between SWC and the Customer for the sale and purchase of the Goods and the provision of the Works, incorporating these Conditions and details set out in the Purchase Agreement; "Customer" means you, the person, firm or company purchasing the Goods from SWC; "Goods" means any goods agreed in the Contract to be supplied to the Customer by SWC (including any part or parts of them); "Premises" means the location detailed in the Purchase Agreement where the Works are to be conducted; "Purchase Agreement" means the document on which these Conditions are annexed and which sets out (amongst other things) the Customer details, the Goods and the Purchase Price; "Purchase Price" means the price for the Goods and/or the Works as set out in the Purchase Agreement or (if not set out in the Purchase Agreement) such other price as agreed in writing by SWC; "SWC" means Sheffield Window Centre, whose principal place of business is 60-70 Broad Lane, Sheffield, S1 4BT; "SWC's Equipment" means any equipment, including tools, systems, cabling or facilities, provided by SWC or its subcontractors and used directly or indirectly in the supply of the Works; "Works" means any works/installation of Goods to be carried out by SWC, limited to that specifically detailed on the Contract to be supplied to the Customer by SWC.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not effect their interpretation

2. BASIS OF THE SALE

2.1 SWC shall sell and the Customer shall purchase the Goods and Works in accordance with these Conditions.

2.2 Subject to any permitted variation, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.3 The Customer shall ensure that the details of its order as set out in the Purchase Agreement and any applicable specification are complete and accurate.

3. TERMS OF PAYMENT

3.1 The Purchase Price is due on completion and shall be payable to a representative of SWC immediately upon completion of the Works. Payment for the Goods and Works shall be pounds sterling and time shall be of the essence for payment.

3.2 In the event of alleged minor defects, the Customer is only entitled to withhold payment of a proportionate amount of the Purchase Price outstanding, until such time as the defect is rectified by SWC.

3.3 If the Customer fails to pay SWC any sum due, SWC is entitled to charge interest at 3% above HSBC Bank Plc base rate commencing immediately and accruing at a daily rate until full payment is made.

4. ILLUSTRATIONS

Any illustrations in SWC literature and the Contract will not necessarily be to scale and are intended for Customer guidance only. The Goods in this Contract will be manufactured and installed by SWC using such manner and materials as SWC considers suitable. Pursuant to the Company's policy on continuous improvement of its products, SWC reserves the right to make any modifications to the Goods in design, specification or composition as it shall think fit, provided that the aesthetic form and/or function of the Goods is not materially affected.

5. DESCRIPTION AND SCOPE OF WORKS

5.1 The quantity and description of the Goods and Works shall be limited to that specifically set out in the Purchase Agreement, or otherwise agreed in writing by SWC. Nothing in these Conditions will affect your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights, contact your local Trading Standards Department or Citizens Advice Bureau.

5.2 SWC undertakes to: a) carry out all Works with reasonable skill, care and attention; b) use reasonable endeavours to match existing finishes but will not be liable for non-matching due to weathering of existing materials and cannot guarantee the matching of exterior specialist finishes including (without limitation) pebble dashing, Tyrolean render and paintwork; c) make good any damage caused by SWC to plaster, flooring, render, brickwork or pointing in the areas immediately surrounding where the Works are conducted and the Goods installed. Repairs will be limited to an area not greater than 400mm around the perimeter of each item and does not include damage to paintwork, decorations or ceramic tiles. Greatest care will be taken at all times to avoid damage, but some may naturally be expected due to the works involved. Damage to paintwork, decorations and ceramic tiles will be the Customer's responsibility. Also please note that when variations occur in existing plaster lines SWC cannot guarantee that equal amount of subframe will be visible all round; and d) use the appropriate size of trims and architraves around each individual item. This will be at the discretion of SWC's surveyors. Every effort will be made to keep each item of trim uniform, although the size required may be determined by the circumstances encountered.

5.3 SWC does not undertake to a) move or alter any services, fixtures or fittings which are ancillary to the basic structure of the Premises (including, without limitation curtains, blinds, pelmets, radiators, pipes, electricity, internet/telephone or television cables/wires), unless specifically stated in the Contract; or b) to remove intact any existing glass, frames, or secondary double glazed units. All materials removed during the course of the Works shall be removed from the Premises and disposed of by SWC. The Customer must notify SWC in writing in advance of commencement of the Works if any such materials should be left at the Premises.

5.4 SWC recommends that the Customer carries out an assessment (including engaging the services of a suitably qualified tradesperson) of the area where the Works are to be carried out to establish whether there are any wires, cables or other hazards or obstacles which pass through existing frames and/or walls where the Goods are to be installed. If such wires, cables, hazards or obstacles are not moved prior to SWC commencing the Work, SWC may need to arrange for them to be re-routed by our fitters at the point of installation to avoid interruption to the Works schedule. SWC may charge the Customer any additional costs reasonably incurred as a result of such re-routing work. SWC will use reasonable endeavours to avoid causing any damage/or malfunction by such re-routing work.

5.5 The relocation, removal and/or repair of any alarm systems, contacts and sensors, or other similar components/devices shall not form part of the Works unless specifically agreed in writing by SWC and for which SWC may charge the Customer any costs reasonably incurred as a result of such additional work. SWC recommends that such removal, re-siting, or alterations should be undertaken by independent specialists and be the responsibility of the Customer. Any contacts or switches not identified in advance to SWC or moved before commencement of the Works will either be removed altogether or re-sited to avoid interruption to the Works schedule. Where SWC carries out any removal and/or re-siting pursuant to this clause 5.5, it

shall use reasonable skill, care and diligence to minimise damage and/or malfunction.

5.6 In the event of any damage, failure or malfunction incurred as a result of SWC's action pursuant to clauses 5.4 and 5.5, SWC's sole liability shall be limited to the cost of remedying the damage, failure or loss.

6. SURVEY

6.1 SWC will carry out a survey of the Premises where the proposed works are to be carried out, within a reasonable time after signing the Contract. Following any survey which reveals significant unforeseen additional work being required at an extra cost to you; or your property being unsafe or unsuitable for the work to be carried out, both you or we (SWC) have the right to cancel the contract. There will be no cost to you if we have to cancel the contract because of an unsatisfactory survey and we will provide a full written explanation of the reasons why the contract has been cancelled.

6.2 The purpose of SWC's survey is to obtain correct measurements for manufacture and establish the feasibility of the Works. The survey will be confined to those areas of the Premises which directly relate to the proposed installation and SWC does not undertake to inspect the Premises beyond the area immediately adjacent to the perimeter where the Works are to be conducted. SWC reserves the right to vary the design and/or specifications of any Works following agreement between the Customer and SWC's surveyor.

6.3 Where planning permission or building regulations approval is required, SWC will be responsible for obtaining these, unless otherwise stated on the contract. Other than planning permission or building regulations, the Customer shall be responsible for ensuring that the Works may be carried out at the premises - this includes Ground Landlord approval and/or any Conservation Area restrictions or directives if applicable. Any Party Wall Agreements are also the responsibility of the Customer. SWC will not be liable for any delay where the Customer has not obtained any required permissions prior to commencement of the Works. Where such a delay occurs, clause 7.5 will apply.

7. TIME OF PERFORMANCE

7.1 Any delivery and/or installation dates given by SWC are intended to be a guide only and time shall not be made of the essence on notice. If no dates are specified, or if SWC is unable to deliver by a stated delivery date, delivery and/or installation will take place as soon as possible after completion of the survey described in clause 6, or such other time convenient for both parties.

7.2 The Customer understands that any installation date will be agreed between both parties, but this may be affected by weather conditions or other factors beyond SWC's reasonable control. Customers will be informed of any delays and will have the right to make time of the essence of the Contract if the Goods have not been installed within six weeks of the agreed initial starting date.

7.3 For the duration of the Works, the Customer grants SWC's and its workmen and supervisors licence to enter the Premises on reasonable notice and at reasonable times to carry out the Works.

7.4 If access is not given within 30 days of the Customer being notified that the Goods are ready for installation, then the Customer shall be liable to pay the outstanding balance of the Purchase Price within 7 days; risk in the Goods shall pass to the Customer; the Goods shall be deemed to have been delivered; and SWC may store the Goods until delivery, with the Customer liable for all related costs and expenses (including, without limitation, storage and insurance).

7.5 SWC will do all it reasonably can to meet dates given for delivery and/or commencement of the Works. In the case of unforeseen circumstances, beyond the reasonable control of SWC, SWC will contact the Customer and agree an alternative date.

8. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES ARE:

8.1 ensuring that any items referred to in clause 5.4 and/or 5.5 are brought to the attention of SWC before any survey is conducted by SWC and for taking any necessary action before the Works are commenced; ensuring that the area in which SWC undertakes to carry out the Works is clear of any furniture, curtains, blinds and pelmets and all delicate, fragile or valuable items. Items which are too difficult or impossible to move will be covered with dust sheets by SWC before any Works are commenced; and

8.3 instructing a specialist to carry out any removal, re-siting, or alterations to the devices referred to in clause 5.4 and/or 5.5 (where SWC has not agreed to carry out such work).

9. RETENTION OF TITLE

9.1 The Goods are at the risk of the Customer from the time of delivery. Ownership of the Goods shall not pass from SWC to the Customer until SWC has received payment in full (in cash or cleared funds) for all the Goods and that no other amounts are owed by the Customer to SWC, including any interest and charges.

9.2 Until such time as ownership in the Goods passes to the Customer, the Customer shall: a) store any Goods located at the Premises (which have not been installed) at no cost to SWC in such a way that they remain readily identifiable as SWC's property; b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and c) shall not install, or arrange for the installation of, the Goods.

9.3 SWC shall be entitled at any time to require the Customer to deliver up any Goods which have not been paid for to SWC, or its employees or agents and, if the Customer fails to do so, the Customer agrees that SWC shall have the right, on reasonable notice to enter any Premises where the Goods may be stored, in order to inspect them or to repossess the Goods where applicable.

10. CANCELLATION / VARIATION

10.1 Products such as windows and doors, which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However in accordance with the GGF Consumer Code of Good Practice, we provide you with a right to cancel without charge up to 7 calendar days after the date of the contract. If you wish to cancel the contract, then you can do so by either writing to the Head Office address overleaf or by completing the cancellation form contained in the Customer Safeguard/Customer Charter document issued at point of sale.

10.2 Any variation of the Contract must be in writing, signed and agreed by both parties. Any variation from the original agreement may be chargeable at SWC's reasonable discretion.

11. LIMITATION OF LIABILITY - IMPORTANT, PLEASE READ CAREFULLY

11.1 Subject to clause 5.1 and clause 5.6, the following provisions set out the entire financial liability of SWC (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

11.1.1 any breach of these Conditions; and

11.1.2 any use made by the Customer of the Goods; and

11.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 SWC will not be responsible for remedying any faults or defects existing before the commencement of the Works or from any damage arising from such pre-existing faults or defects.

11.3 All warranties, conditions and other terms implied by statute or

common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

11.4 Nothing in these Conditions excludes or limits the liability of SWC: 11.4.1 for death or personal injury caused by SWC's negligence; or 11.4.2 under section 2(3), Consumer Protection Act 1987; or 11.4.3 for any matter which it would be illegal for SWC to exclude or attempt to exclude its liability; or

11.4.4 for fraud or fraudulent misrepresentation.

11.5 Subject to clause 11.4, SWC's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Purchase Price.

12. TERMINATION

12.1 Either party may terminate the Contract on notice in the event that a) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; b) the other party repeatedly breaches any of the terms of the Contract; c) is unable to pay its debts as they fall due or admits inability to pay its debts; or d) the other party undergoes insolvency or administration, commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business, or undergoes any analogous or similar event.

12.2 On termination of the Contract: a) the Customer shall immediately pay to SWC all of SWC's outstanding unpaid invoices and interest and, in respect of Works provided but for which no invoice has been submitted, SWC may submit an invoice, which shall be payable immediately on receipt; b) the Customer shall, within 14 days, return, or allow SWC to collect, all of SWC's Equipment located at the Premises. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13. GENERAL

13.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at the address set out in the Purchase Agreement or such other address as may be notified to the other in writing.

13.2 No failure or delay by either party in exercising any of its rights under the Contract shall operate as a waiver thereof. No waiver by a party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

13.4 A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of such contract

13.5 The Contract shall not be assigned by the Customer to any third party without the prior written consent of the SWC. SWC shall be entitled to subcontract any work relating to the Contract without obtaining the consent of, or giving notice to the Customer.

13.6 You agree to notify us and to give reasonable opportunity to remedy any complaint you may have. Complaints should be sent in writing to the SWC Head Office address. Details of our complaints procedure can be found in our Customer Safeguard document issued at point of sale. If you would like a copy posting to you, please call us on 0114 281 3333. We support the GGF Consumer Code of Good Practice, as promoted by the Glass and Glazing Federation (GGF) and undertake to work within these guidelines. A copy of the Consumer Code is available at our Head Office. In the case of any dispute arising, we will provide details of the GGF's Conciliation Scheme and Arbitration Scheme administered by the Centre for Effective Dispute Resolution.

GOODS & WORKS SPECIFIC CONDITIONS

THE GOODS

1. SOUND REDUCTION

No specific representation regarding sound reduction of double glazing shall be given, it being agreed that a certain reduction can be expected if single glazing is being replaced.

2. CONDENSATION

SWC double glazed units are designed to reduce heat loss which occurs through single glazing, the presence of condensation is dependent upon the environment within the dwelling. SWC gives no warranty concerning the incidence, prevention or elimination of condensation following installation. It should be noted that energy efficient units may have outside condensation on rare occasions which is perfectly normal.

3. GLASS

Current legislation requires the use of coated glass to achieve a 'U' value for heat retention, therefore a slight tint may be visible in certain light conditions, this is perfectly normal. There may also be minor imperfections in the glass making process / coating procedure which are beyond our control. SWC cannot be held responsible for minor imperfections which are not visible when viewed in natural daylight at a distance of 3 metres from the unit - As defined by the 'Visual Quality' rules produced by the Glass & Glazing Federation.

4. CLEANING AND MAINTENANCE

It is recommended that UPVC frames supplied by SWC be cleaned with warm soapy water at regular intervals (generally not exceeding three months) and that all hardware, handles and hinges, etc be lightly lubricated not less than once each year. Failure to properly maintain the product will affect the guarantee, as will misuse or abuse or failure to pay for the product in full.

5. GUARANTEE

5.1 The Goods will be guaranteed against [defects] by SWC for a set period after completion of the Works as set out in SWC's separate guarantee confirmation (the "Guarantee Document"). The guarantee will be subject to the terms and conditions set out in the Guarantee Document and the Customer is advised to read these carefully and raise any question it has in writing to SWC.

5.2 Guarantees are issued to the Customer and may only be transferred with the prior written agreement of SWC (such agreement will not be unreasonably withheld or delayed) an administration fee of £40 plus VAT will apply. At all times the original (or photo-copy) of the itemised invoice must be attached to the guarantee document for inspection in the event of any claim.

YOUR SAFETY

1. Hazards will exist within the areas where the Works will be conducted and the Customer is warned that great care should be taken at all times, particularly where young children or pets are concerned.

Please ensure that you have read and fully understand all these Terms and Conditions - with particular attention to "Description and Scope of Works", "Customer Obligations", "Limitation of Liability" and "Termination" although all points are equally important and binding.