



## Terms & Conditions

1. (a) In the Contract, the 'Company' means i-Windows Ltd; the 'Customer' means the person, firm or company buying the Goods under the Contract; the 'Contract' means any agreement between the Company and the Customer for the supply of Goods by the Company to the Customer which incorporates these Conditions; the 'Conditions' means these terms and conditions; 'Goods' means the subject matter of the Contract including (but not limited to) raw materials, finished or semi-finished materials or articles, machinery and spares, commodities etc, and any installation or other services provided in connection with the Goods whether one or a number of items whether or not identical or similar; 'Guarantee' means a guarantee (if any) set out in the Company's current catalogue at the time of delivery; "defect" means any non conformity of the Goods with the requirements of the Contract or any Guarantee, including negligence or breach of any applicable express or implied terms as to quality, standard, condition or fitness for purpose, and "defective" shall be construed accordingly; 'Hirework' means any remedial work carried out by the Company other than remedial works carried out pursuant to Condition 10(b); „Recommendation" means any recommendation (if any) set out in the Company's current catalogue at the time of delivery; 'Special Products' means any Goods which are not described in the Company's current catalogue at the time of delivery as being 'Products in Stock' and/or Goods which are not available from the Company's stock at the time the order is accepted; 'Special Condition' means any Conditions of Sale in the Company's current catalogue at the time of delivery; 'Statutory Interest' means statutory interest as set from time to time pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 being at the date of this print, 8% per annum above the official dealing rate of the Bank of England. References to 'time of delivery' shall be to the time of delivery as determined in accordance with Condition 6 of these Conditions.

2. (b) The Contract will be subject to these Conditions and any Special Conditions, Recommendations or Guarantees to the exclusion of any conditions of order or purchase of the Customer or any other standards, specifications or particulars of or adopted by the Customer unless expressly accepted in writing by the Company as part of the Contract. In the event of any conflict between these Conditions and any Special Conditions, Guarantees or Recommendations, the Special Conditions, Guarantees and Recommendations shall prevail.

### 2. 2. QUOTATIONS AND TENDERS

1. (a) No order placed in response to the Company's quotation will be binding unless accepted by the Company in writing.
2. (b) Where Goods are to be supplied from stock, such supply is subject to the availability of stocks at the date of delivery.
3. (c) Tenders submitted by the Company are open for acceptance for a period of no longer than 30 days from the date of the tender, unless in the tender some other period is specified or accepted. A tender may be withdrawn at any time before acceptance.

### 3. 3. PRICES

1. (a) Where the Goods are sold by reference to the Company's published price list, the price payable for the Goods shall be the price as published in the price list current at the date of despatch of the Goods from the Company's works less any discount (if any) allowed to the Customer (any such discount shall be given at the Company's discretion). If an actual price is stated in any quotation, tender, order or acknowledgement, which is taken from a list price, then that price shall be substituted with the list price as at the date of despatch.
2. (b) Where the Goods are sold other than by reference to the Company's price list and unless otherwise specifically stated in writing, the price stated in the Contract shall be a reasonable price

**Customer Signature.....**



including the cost to the Company of materials, fuel, power, transport and labour at the date of acceptance of the order or quotation (whichever is the earlier) and a reasonable profit. If at the date of despatch of the Goods from the Company's works there has been any increase in all or any of such costs, the price payable for the Goods may at the discretion of the Company be increased accordingly.

3. (c) Where the price for the Goods is varied in accordance with this Condition 3 the price as varied shall be binding on both parties and shall not give either party any option of cancellation.
4. (d) There shall be added to the price for the Goods any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods (whether initially charged on or payable by the Company or the Customer).
5. (e) The price includes packing and free delivery by a method of transport of the Company's choice to the destination stated in the Contract if such destination is on the mainland of Great Britain and provided the value of order exceeds the prevailing minimum order value published in the Company's current catalogue.
6. (f) If the value of the order does not exceed the prevailing minimum order value as set out in the Company's current catalogue at the time of delivery, the appropriate surcharge published in the Company's current catalogue shall be charged.
7. (g) If such destination is not on the mainland of Great Britain and unless otherwise agreed in writing, the Goods will be delivered ex works.
8. (h) If the Contract stipulates, or the Customer requests, special packing and/or transport arrangements, the extra cost will be for the account of the Customer.
1. (i) Payment shall be made in pounds sterling.

#### 4. 4. TERMS OF PAYMENT

1. (a) Where credit is approved and unless otherwise expressly agreed, accounts are due for payment not later than the end of the month following the month of dispatch..
2. (b) **Where credit is not approved payment must be received before delivery 50% deposit before the commencement of manufacture and remaining balance in 10 days before confirmed delivery date.**
3. (c) When deliveries are spread over a period each consignment will be invoiced as dispatched and each month's invoices will be treated as a separate account and be payable accordingly.
4. (d) The Company reserves the right to demand security for payment of the price (such as (but without limitation) an on-demand guarantee given by a bank or a parent company guarantee).
5. (e) Without prejudice to any other rights and remedies of the Company, if any amount payable to the Company by the Customer becomes over due, the Company shall be entitled to charge the Customer Statutory Interest, accruing on a daily basis until payment is made, whether before or after any judgement and statutory fixed compensation.
6. (f) Where genuine doubts arise as to a Customer's financial position, or the Customer fails to pay when due the price for any Goods (or any delivery or instalment of the Goods) or any other amount, or the Customer fails to provide any security for payment when requested, the Company shall be entitled to suspend manufacture, delivery and work under the Contract and any other order or contract with the Customer without liability until payment in full has been made or satisfactory security for payment has been provided. Any such suspension shall be without prejudice to any other right the Company may have.

#### 5. 5. ORDERS OF SPECIAL PRODUCTS

1. (a) Where the Company accepts orders for Special Products the Company will use all reasonable endeavours to execute the order, but if it proves impossible, impracticable or uneconomical to carry out or complete the order, the Company reserves the right to cancel the Contract or the uncompleted balance thereof, in which event the Customer will only be liable to pay for the part thereof actually delivered.

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2. (b) The Customer shall not be entitled to cancel the Contract once an order for Special Products has been accepted.

#### 6. 6. DELIVERY AND COMPLETION DATES

1. (a) Unless otherwise agreed in writing by the Company, the Goods shall be delivered:-
  1. (i) to the destination stated in the Contract, if on mainland Great Britain;
  2. (ii) ex works (as defined in Incoterms 2000) at the Company's manufacturing site, if the destination stated in the Contract is not on mainland Great Britain.
2. (b) Delivery means to the nearest point to the destination stated in the Contract for delivery on a road suitable in the opinion of the driver, for the vehicles used.
3. (c) The delivery or performance dates specified in the Contract and Special Conditions are approximate only and time is not the essence of delivery. The Customer shall have no right to reject the Goods or terminate the Contract in such circumstances unless:-
  1. (i) the delay is substantial and results from a reason other than an event of force majeure as defined in Condition 16; and
  2. (ii) the Customer has given to the Company notice on or after any agreed date for delivery and the Company has failed to deliver within 60 days following receipt of such notice. Whether or not the Customer exercises any right to reject the Goods or terminate the Contract, the Company will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver.
4. (d) The Company cannot undertake to meet any schedule of Customer's requirements supplied after the date of the Contract and will have no liability whatever for delay in meeting or failure to meet all or any of such requirements (howsoever such failure or delay may arise including without limitation in negligence) unless and to the extent that the Company expressly agrees in writing to meet such requirements, in which event Condition 6 (c) shall apply.
5. (e) The Customer acknowledges that the Company is not obliged to provide the Customer with any prior notice of a delivery date and time.
6. (f) The Customer will provide, at its expense, the necessary labour and equipment to unload the Goods from the vehicle with the minimum of delay.

#### 7. 7. CANCELLATION

1. (a) Save where explicitly stated the Customer shall not be entitled to cancel the Contract once an order has been accepted.
2. (b) Subject always to Condition 7(a) where the Customer is entitled to and does so cancel an order which has been accepted by the Company, the Customer shall pay the price for all Goods for which orders have been accepted by the Company, in full whether or not such Goods have been delivered.

#### 8. 8. DELAYED ACCEPTANCE

1. (a) If for any reason the Customer is unable or unwilling to accept delivery of the Goods, when the Goods are ready for delivery:-
  1. (i) the Company may arrange storage of the Goods and the Customer shall be liable to the Company for the reasonable costs (including insurance) of such storage;
  2. (ii) risk in the Goods will pass to the Customer; and
  3. (iii) the Goods shall be deemed to have been dispatched and delivered at the time delivery is tendered by the Company, and if no credit period has been allowed, the price and all additional charges in respect of the Goods shall become immediately due and payable.
2. (b) This provision is without prejudice to any other right which the Company may have in respect of the Customer's failure to take delivery of the Goods.

#### 9. 9. RISK AND TITLE TO GOODS

1. (a) The risk in the Goods shall pass to the Customer on the earlier of:-

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1. (i) delivery of the Goods to the Customer or its representative;
  2. (ii) tender of delivery to the Customer;
  3. (iii) when the Goods are appropriated to the Customer's order but kept at the Company's premises or elsewhere in storage at the request of the Customer; or
  4. (iv) when loaded on board a ship at a UK port as appropriate, if the Company has agreed in writing to deliver the Goods outside mainland Great Britain or to a ship.
2. (b) The Company accepts no responsibility for any damage, shortage or loss in transit after risk in the Goods has passed. Claims for any damage, shortage, or loss in transit should be notified within 2 Business Days by facsimile or telephone confirmed in writing to the carrier and to the Company and the carrier's conditions in relation to claims for damage shortage or loss in transit must be strictly complied with. If the carrier's conditions are not strictly complied with, the Customer will indemnify the Company against all loss resulting therefrom.
3. (c) Title to the Goods shall remain with the Company until payment in full (in cash or cleared funds) has been received by the Company for the Goods, for any other goods supplied to the Customer by the Company, and for any other monies due from the Customer to the Company on any account.
4. (d) Until title to the Goods has passed to the Customer under Condition 9 (c) above the Customer shall:
1. (i) hold the Goods on a fiduciary basis as the Company's bailee;
  2. (ii) store the Goods (at no cost to the Company) securely and separately from all other Goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
  3. (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
  4. (iv) not attach the Goods to real property such as buildings or land; or
  5. (v) not use, consume or resell the Goods.
5. (e) At any time before title to the Goods passes to the Customer (whether or not any payment to the Company is then overdue or the Customer is otherwise in breach of any obligation to the Company) the Company may (without prejudice to any other of its rights) retake possession of all or any part of the Goods or require delivery up to it of all or any part of the Goods.
6. (f) The Customer agrees that the Company may enter any premises of the Customer for the purpose of retaking possession of all or any part of the Goods (or authorise others to do so).
7. (g) The Company may at any time appropriate sums received from the Customer as it thinks fit notwithstanding any purported appropriation of the Customer.
8. (h) Notwithstanding that the Goods (or any of them) remain the property of the Company, the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of the Company. Until property in the Goods passes from the Company, the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company on a fiduciary basis and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.

#### 10. 10. WARRANTY AND LIMIT OF RESPONSIBILITY

1. (a) In accordance with the usual custom of the trade the Company does not guarantee doors manufactured of Redwood, and shall have no liability for any defects in such Goods.
2. (b) Subject to Condition 10(a), if any Goods of the Company's manufacture are defective, the Company will (at the Company's choice) either repair or supply replacements, or refund a reasonable proportion of purchase price for the Goods, provided that the Company shall have no liability (including without limitation in negligence) for:-
  1. (i) apparent defects notified to the Company later than 2 working days from delivery of such Goods to the Customer in accordance with Condition 9; or
  2. (ii) any latent or other defects notified to the Company later than 14 days after the Customer becomes aware or ought to have become aware of the defect in such Goods from Company's works; or
  3. (iii) any latent or other defects notified to the Company outside any guarantee periods given in the

**Customer Signature.....**



Company's then current catalogue at the time of despatch (the 'warranty periods').

3. (c) The Company will require a reasonable period of time to carry out any repairs or supply of replacements.
4. (d) The Company warrants in relation to Goods not of the Company's manufacture (including but not limited to parts and components supplied by others for Goods manufactured by the Company) that it will so far as it is able to do so give the Customer the benefit of any express guarantee or warranty by the manufacturer or supplier of such Goods and any of the other rights which the Company has against the manufacturer or supplier.
5. (e) The Company shall have no liability (including without limitation in negligence) under Conditions 10(b) or (d) or otherwise to the extent that any defects in the Goods results from a failure of the Customer to comply with the following requirements:-
  1. (i) all Goods must be stored in a dry place, stacked flat, slightly raised from the ground and adequately protected from the weather. No internal joinery shall be installed in a building, which has not adequately dried out;
  2. (ii) all joinery supplied in the white must be suitably primed without delay after receipt and all joinery supplied shall receive further coats of paint within a reasonable period. Joinery supplied with a base-coat of stain must receive further coats as soon as possible;
  3. (iii) any surfaces subsequently cut, particularly those exposing end grain, must be brush coated with preservative and if required for paint finish must also be primed before the joinery is fixed in position;
  4. (iv) all joinery shall be installed correctly in accordance with normal trade practices and adequately maintained in service;
  5. (v) paintwork or other protective surface finish of external joinery must be maintained in service and moisture shall not be allowed to penetrate into the timber;
  6. (vi) the Customer must not have fitted, fixed, painted (except where required by the Company) or in any way altered the Goods; and
  7. (vii) the Customer must have complied with any instructions of the Company relating to the Goods including (but not limited to) all Recommendations and all conditions of any Guarantee.
6. (f) Additionally, in the event of any claim under any of the foregoing warranties or under any condition of warranty or guarantee implied by law or under any other express condition warranty or guarantee the following provisions shall apply:-
  1. (i) the Goods to be repaired or replaced shall be made available for collection by the Company at the original point of delivery and the expenses of re-delivery shall also be for the Company's expense;
  2. (ii) exchanged Goods will become the property of the Company; and
  3. (iii) if any claim is invalid, the Company may make charge for any costs and expenses incurred in investigating the claim, recover any refunds given, and charge for any repairs or replacements made.
7. (g) The Customer's remedies and the Company's liability in respect of any defects in the Goods, including for breach of any implied warranty, term or condition as to the quality, standard, fitness for purpose or compliance with same of the Goods, shall be limited to the remedies and liability set out in this Condition 10, and to the warranty periods specified in Condition 10 (b). All replaced or repaired Goods will be warranted for the unexpired portion of the warranty periods.
8. (h) Descriptions in the Company's catalogue (including as to colours, designs, methods of manufacture and specifications) are illustrative only and the Goods delivered may alter from their description. The Company shall be entitled to alter the description of Goods at any time without notification.

#### 11. 11. HIREWORK

1. (a) Hirework is undertaken on the express understanding that the Company cannot be responsible for any distortion, faults or defects which appear or develop during or are caused by the Hirework, howsoever arising even if resulting from any fault, negligence or mistake of the Company.
2. (b) The Company gives no guarantee or warranty of any kind in relation to the Hirework but subject to the availability of capacity and facilities, it will endeavour to correct any such distortions, faults or defects

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at the Customer's expense and risk. The Company shall not in any circumstances be liable (including without limitation in negligence) for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by law.

#### 12. 12. GENERAL LIMITATION OF LIABILITY

1. (a) Other than as expressly stated in the Contract and except to the extent such exclusion is prevented by law, the Company excludes its liability to the Customer for or arising out of
  1. (i) breach of this Contract;
  2. (ii) defective Goods;
  3. (iii) negligence in connection with this Contract;
  4. (iv) the acts or omissions of its officers, employees, agents or contractors, and
  5. (v) misrepresentation (other than fraudulent) in connection with this Contract, whether such liability is in contract, tort, statute or otherwise howsoever arising (the "Default Liability").
2. (b) Notwithstanding anything to the contrary in this Agreement, the Company does not limit or exclude its Default Liability for personal injury or death due to its negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it is not permitted to exclude or limit liability under English law.
3. (c) The Company excludes and shall not have any Default Liability for (1) any special, indirect or consequential loss, or (2) any loss of profit, use, anticipated savings, data, production, business, revenue, contract or goodwill, or (3) any costs or expenses, liability, commitment, contract or expenditure incurred in reliance on or expectation of the Goods being provided in accordance with this Contract, or (4) losses suffered by third parties or any liability of the Customer to any third party.

#### 13. 13. CUSTOMER'S SPECIFICATION

1. (a) The Company is entitled to assume that all drawings, descriptions, specifications and other information supplied by the Customer to the Company, whether written or verbal, is in all respects complete, accurate and entirely suitable for the Customer's requirements.
2. (b) Unless otherwise expressly agreed, the Company shall have no responsibility for the performance suitability or durability of any Goods or any materials or workmanship comprised therein to the extent that the same is manufactured in accordance with the Customer's designs, drawings, standards or specifications.
3. (c) The Customer agrees upon demand to indemnify the Company against all losses, damages, injury costs and expenses of whatever nature suffered by the Company to the extent that the same are caused by or related to:-
  1. (i) Designs, drawings or specifications given to the Company by the Customer in respect of Goods;
  2. (ii) Defective materials or products supplied by the Customer to the Company and incorporated by the Company in the Goods; or
  3. (iii) The improper incorporation, assembly, use, processing, storage or handling of Goods by the Customer.
4. (d) For the purposes of this Condition 13(c) materials or products supplied by the Customer shall be of a quality sufficient to enable the Company to provide the Goods in accordance with this Contract.

#### 14. 14. CONFIDENTIALITY; PATENTS ETC.

1. (a) Any drawings, specifications or other technical information supplied to the Customer by the Company in connection with the Contract are provided on the express understanding the Customer will not give, loan, exhibit or sell such drawings, specifications or technical information to any third party and that the Customer will not use them in any way except in connection with the Goods or services provided hereunder. The copyright in all documents provided by the Company will remain vested in the Company.

**Customer Signature.....**



2. (b) The Customer shall indemnify the Company against all actions, costs (including the cost of defending and legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, copy-right, trade mark or other industrial or intellectual property rights resulting from compliance by the Company with the Customer's instructions whether express or implied.

15. 15. TERMINATION

1. (a) The Company may without prejudice to its rights and remedies under these Conditions stop all Goods in transit and suspend further deliveries and repossess any Goods without notice to the Customer and terminate the Contract immediately if the Customer:-

1. (i) shall commit any breach of any part of the Contract; or
2. (ii) being a company, become unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or shall be liquidated or wound-up or have a petition for winding-up presented against it or pass a resolution for winding up or if a petition for the appointment of an administrator be presented against the Customer or if the Customer shall have any receiver or administrative receiver appointed in respect of the whole or any part of its undertaking or assets or if the Customer shall convene any meeting of its creditors or make a deed of assignment or arrangement or otherwise compound or compromise with its creditors; or
3. (iii) being an individual or a partner, becomes unable to pay its debts (within the meaning of Section 268 of the Insolvency Act 1986) or is subject to an interim order or commits any act of bankruptcy, or makes a voluntary arrangement with his creditors; or
4. (iv) in the opinion of the Company have its financial responsibility impaired.

16. 16. FORCE MAJEURE

1. The Company shall not be liable for any failure or delay in performing this Contract, including failure to deliver or delay in delivering the Goods, where due to events or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

17. 17. ENTIRE AGREEMENT

1. The Contract, and where specifically stated in these Conditions, any Special Conditions, Guarantees and any Recommendations (if any), constitute the entire agreement between the Company and the Customer for the sale of the Goods. The Customer acknowledges that in entering into the Contract it does not rely upon and shall have no remedy in respect of any statement, warranty or representation of the Company or any other person, relating to the Contract (other than fraudulent misrepresentations).

18. 18. SEVERANCE

1. Each of the provisions of this Contract are separate and severable. To the extent that any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to that extent be severed and the remainder of the Contract shall continue in full force and effect.

19. 19. WAIVER

1. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

**Customer Signature.....**



20. 20. PACKING

1. Unless otherwise specified, packing cases and packing materials may (at the discretion of the Company) be charged extra, but where stated to be returnable will be credited in full on return to the Company's works Carriage paid, in good condition and within one month of the receipt by the Customers. The Company uses its reasonable endeavours to ensure, where necessary, suitability of packing before despatch, but no claim will be accepted by the Company for breakage or damage in transit, on the ground of alleged unsuitability of packing.

21. 21. SUB-CONTRACTING

1. The Company reserves the right to sub-contract the whole or any part of the Contract.

22. 22. APPLICABLE LAW

1. The Contract shall in all respects be governed by and construed in accordance with English law and the Customer hereby submits to the exclusive jurisdiction of the English Courts.

23. 23. CONTRACTS (RIGHTS OF THIRD PARTIES ) ACT 1999

1. The parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

24. 24. DATA PROTECTION ACT 1998

1. The Customer agrees that the Company shall be entitled from time to time to:-

1. (i) make searches with a credit reference agency with respect to the Customer, and any partners or directors of the Customer, and to permit that credit reference agency keep a record of that search and share it with other businesses;

2. (ii) in connection with its membership of any credit circle, disclose to other members of that credit circle, details of such credit searches and information concerning the Customer's account with the Company, including payment history, late payment and breaches of contract. The Customer may by notice to the Company request that its details not be disclosed to a credit circle.

**Client Signature**

**Name of the Person signing the Document**

**Date:**

Customer Signature.....