

TERMS AND CONDITIONS OF PURCHASE AGREEMENT

DEFINITIONS

1. The agreement is between Star Windows (Midlands) Ltd hereafter called "the company" and the purchaser or customer. The goods to be supplied under this Agreement are purpose made to specifically for the Customer and consequently cannot be used elsewhere.

TERMS OF PAYMENT

2. The outstanding balance shown overleaf (including any variation of contract) shall be payable to the Company's installers immediately upon substantial completion of the installation. Non-completion of minor works shall not entitle the customer to withhold payment greater than the value of 5% of the Agreement price. Any sum outstanding following substantial completion will be subject to interest at 2.5% per month commencing immediately until actual payment. The company's personnel are authorised to accept cash or cheque made payable to Star Windows (Midlands) Ltd, or your signed authority for release of Finance funds in favour of the Company.

SCOPE OF WORKS

3. The work to be carried out is limited to that specifically mentioned overleaf. Verbal agreements are of no effect unless shown overleaf under special requirements. Any Surveyor's approval of works; we reserve the right to make any modification necessary following this survey. The company reserves the right to cancel this agreement immediately following survey. The quoted price overleaf assumes the structural integrity of the apertures where our products are to be fitted. Any building work or repairs, which are found to be necessary either during the survey or installation, are chargeable. Survey however means measurement survey. The customer is notified that it is entirely the Customers responsibility to establish whether any planning permission or Building Regulation consent or Listed Building consent are required in relation to the installation of the goods at the Customers premises.

VARIATION OF CONDITIONS

4. Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.

TIME OF PERFORMANCE – COMPANY

5. Fitting dates given by the Company are a guide only and times shall not be the initial essence on the Company's part. An installation date will be given by the Company when the products are fully manufactured, but even this may be affected by inclement weather or unforeseen problems arising on prior jobs. Customers will be informed of delays and will have the right to make essence of the contract if the goods have not been installed/delivered 8 weeks from the date of expected delivery as advise by the Company.

TIME OF PERFORMANCE – CUSTOMER

6. The customer agrees to give free access to the Company's workmen and supervisors to carry out all constituents of the said installation. If such access is not given within 30 days of the Customer being notified in writing that the products are ready for installation then the Customer shall be liable to pay the Company the cash balance outstanding within a further 7 days.

PASSING OF PROPERTY

7. All goods remain the property of the Company until they are paid for in full by the Customer. The Customer gives the right of entry to the premises to recover the goods if the account is not settled as agreed.

ADDITIONAL WORK

- 8a. The Company does not undertake to move services, fixtures or fitting, which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, telephone or television cables.
- b. The company will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials and cannot guarantee the matching of external specialist finishes such as pebble-dashing, tyrolean or similar material. When variations occur in existing plaster lines the Company cannot guarantee that equal amounts of sub frame will be visible all round.
- c. The Company will make good any damage caused in the course of installation to plaster, floor, rendering, brickwork or pointing immediately surrounding any window or door installed but the Company cannot guarantee to avoid superficial damage to surrounding wallpaper and paintwork or to avoid damage to ceramic tiles in the same area. This is subject to the surrounding area being of good condition and sound. In cases of poor condition the company shall reserve the right to make additional charges to make good at the request of the customer otherwise the making good of that damage is the Customers responsibility.
- d. The Company cannot undertake to remove any existing glass, frames or secondary double-glazing units intact or without causing damage to their surrounding.
- e. All materials removed during the course of the installation will be cleared from site and cannot be retrieved thereafter. If any materials required to be retained (but see clause above) this must be clearly stated on the Agreement.
- f. The Customers must ensure that an electricity supply is available to the Company's workmen for the purpose of installing the goods at the Customers premises in the event of no electricity supply being available the Customer will be charged for any incurred costs involving the hiring of a generator or other equipment.

CONDENSATION

9. The Customers acknowledges that condensation is dependent upon a number of variable factors, some of which may be favourably affected by the installation of double-glazing. It is not guaranteed that condensation will be completely eliminated.

GLASS

10. The company cannot be held responsible for the imperfections caused by the manufacturing process of glass nor for any breakage of glass once installed.

SOUND REDUCTION

11. No specific representation regarding performance of double-glazing shall be made, it being agreed that a certain sound reduction can be expected.

PRODUCT

12. Demonstration windows, doors and other products are used to demonstrate the working of a typical product and its composition and are sample products only. The windows or other products detailed overleaf will be manufactured and installed the Company using such manner and material, as the Company considers suitable and, pursuant to the Company's policy of continuous improvement of the products. The Company reserves to itself the full right to make any modification in design, specification or composition as it shall think fit.

STYLES

13. The styles on the order are viewed from the outside only. The surveyor will determine appropriate window proportions unless marked on the contract to the contrary. This also includes all decorative, leaded & Georgian items.

CLEANING & MAINTENANCE

14. It is recommended that the frames supplied by the Company should be cleaned with warm soapy water at regular interval (generally not exceeding 2 months). Timber frames are required to be lightly sanded and stained/painted with a micro-porous product every 12 months. Hardware (hinges, handles etc) should be oiled not less than twice a year. Failure to carry out these points will affect the guarantee.

SILLS

15. Removal of a stone, concrete or tile sill will be charged for as an extra and must be detailed on the agreement.

GUARANTEE

16. The Company guarantees the PVCu frames against rotting, warping, peeling, fading and flaking for 10 years from the date of installation, woodgrain frames for 5 years or as per manufacturers guarantee limits. Timber frames carry a 5 year guarantee. The installation also benefits from the manufacturers guarantees as follows: hardware and installation materials for 12 months, sealed units are guaranteed for 5 years, coloured glass film is guaranteed for 12 months. Roofline products are guaranteed for 5 years. All building work of any description will be guaranteed for a period of 12 months from the commencement date in respect of workmanship. The installation is guaranteed to comply with Building Regulations at the time the order was placed as indicated overleaf for a period of 6 years with exception to items which receive a lesser guarantee from the Manufacturer such items will not exceed the Manufacturers guarantee period **Exceptions:** The guarantee does not cover the following: fair wear & tear, gradual operating causes, deterioration in appearance, faults caused by fixing of window dressing attachments, if the materials have been misused, abused or neglected, or the above maintenance recommendations have not been carried out as per the recommendations indicated above item 14 or full payment has not been made. The guarantee is not transferable.

CANCELLATION

17. The Purchaser has the right to cancel this agreement by written notice within a period of 7 days following the date overleaf. Written notice of cancellation must be given to the address overleaf, by 'Special Delivery' or 'Recorded Delivery' post. Purported cancellation beyond this point will attract the following charges by way of liquidation damages. Before manufacture 40% of the contract value: During manufacture 60% of the contract value: After manufacture 90% of the contract value.

FORCE MAJEURE

18. Neither party shall be liable for any default due to any act of god, war, strike, lock out, industrial action, fire, flood, drought, tempest or any other event beyond the reasonable control of either party.

LAW

19. Nothing in these terms affects the purchaser's statutory rights.