

NESSGLAZE LTD

SUPPLY ONLY TERMS AND CONDITIONS

It is hereby contracted and agreed between the Customer (hereinafter referred to as "the Customer") and Nessglaze Ltd. (hereinafter referred to as "the Company") in the manner following, that is to say:

1. The Customer agrees to purchase and have delivered or collected, and the Company agrees to supply REPLACEMENT WINDOWS/DOORS to include all labour and materials as necessary upon the terms and conditions of this contract. Additional terms and conditions for the Supply and Fit of windows and doors are shown on sections 8-16.
2. Whilst the Company will make every endeavour to supply the windows/doors on the date or within the period arranged with the Customer, the Company shall in the event of any unforeseen circumstances arising, be entitled to supply or have collected at a later date and such later delivery/collection shall be accepted by the Customer. The Company shall in any event not be responsible for any delay whatsoever arising from (or consequential upon) delay in supply.
3. In the case of supply only the Customer shall be responsible for providing exact manufacturing sizes.
4. Quote includes delivery throughout the Western Isles. For deliveries to the mainland UK, a delivery charge will be applicable.
5. When windows are delivered to customer's property, the customer must ensure a safe and secure area is set aside for windows and doors and with reasonable access for the delivery vehicle. The company will not be responsible for any damages to windows, doors or other products after delivery, due to improper storage or handling.
6. This contract is conditional upon sizes and designs being submitted by the customer.
7. If the windows/doors covered by this contract are installed by any person other than an official representative of the Company, the Company can accept no responsibility for the fitting of the same. If after installation of any of the units by another, our services are required, and we find that the installation of the units is faulty, then this will be subject to an extra charge. We recommend low modulus, neutral curing silicone for sealing. Recommended "Installation instructions" leaflet is given out with each "Supply Only" job.

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SUPPLY AND FIT TERMS AND CONDITIONS

8. The customer agrees to purchase and have installed, and the Company agrees to supply and install at the installation address REPLACEMENT WINDOW / DOORS to include all labour and materials necessary upon terms and conditions of this contract.
9. Sizes on quote taken from initial survey and are for quotation purposes only. Upon quote acceptance, the company will undertake a final survey wherein accurate measurements of windows and doors will be taken. Final design choices will be agreed which may increase cost.
10. Waiting times for installation vary depending on how full the schedule is. Unless a specific date has been requested and agreed, a rough indication of fitting date will be given during the final survey, but this may need to change. Exact installation dates will be confirmed a few days before fitting is due to commence.
11. The company is not responsible for any costs incurred by the customer associated with the company having to change installation dates due to weather, transportation or any other issues beyond our control.
12. Although all reasonable care will be taken, the Company shall not be under any responsibility whatsoever for damage to, or repairs or rectification of internal or external tiling, decor, etc, unless specifically stated within the contract document.
13. The removal and replacement of curtains, blinds, etc. necessary for installation is the Customer's responsibility.

14. No responsibility can be taken for water ingress due to defects with the property roof or walls, e.g leaking roof, cracked roughcast. The company reserves the right to delay fitting of windows doors, until such defects are rectified.
15. No responsibility can be taken for damages to roughcast or ingos. If these are boss, the customer may need to arrange repair by a 3rd party builder.
16. All internal timber finishings are tested to ensure a moisture content of below 13%, as recommended for average house temperatures. Whilst every effort of made to ensure mitres and joints are tight, to avoid these opening up, customers must ensure finishings are varnished or painted as soon as possible after installation. Failure to do so, may invalidate our guarantee for internal timber finishings.

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GENERAL TERMS AND CONDITIONS

17. The Customer agrees to pay the Company the total price (less deposit if requested), in full, as detailed on the preceding page. This must be paid within 14 days of the date on the invoice, or as stated otherwise. In the event that payment is not made by such time, interest will run at the rate of two per cent (2%) per calendar monthly above the Bank of Scotland base lending rate on the balance outstanding. A deposit of fifty per cent (50%) of the total purchase price will be payable with order, unless agreed otherwise.
18. Demonstration windows and doors are intended to represent the working of the typical window or door unit. The units used in fulfilling this contract will be designed and manufactured in the way the Company considers most suitable taking into account Rehau and hardware suppliers manufacturing guidelines.
19. The diagrams of window and doors styles incorporated in the quotation are indicative only in style and general appearance. Diagrams are viewed from the outside with sizes in mm. Sash opening sides to be agreed.
20. The Customer hereby acknowledges and agrees as follows:
 - a) That he / she had read and fully understands this contract;
 - b) That he / she / she has received a true copy of this contract;
 - c) That he / she understands that this contract constitutes a legally binding agreement between himself and the Company which cannot be cancelled other than by the Company in accordance with paragraph 8 hereof.
21. It is the customer's responsibility to obtain any necessary planning and building approval which may be required. Whilst advice can be given for compliance with building regulations, it is the responsibility of the customer to ensure that the designs chosen are compliant with the latest Building Regulations.
22. It is the absolute discretion of the company to cancel this contract, without ascribing any reason, which shall thereupon be null and void.
23. Non-payment of contract within 28 days shall deem null and void all guarantee obligations on the Company's part.
24. These goods remain the property of the Company until paid for in full.
25. Payment by credit and debit card available. Payment by credit card may be subject to a surcharge.
26. No variation of this contract or any new terms hereof shall be effective or binding unless such variation shall be in writing and signed by or on behalf of the Company.
27. No act or omission by the Company whether by way of indulgence or otherwise or failure to enforce delay in enforcing the Company's rights hereunder shall be construed as a waiver of any of the Company's rights.

NESSGLAZE LTD WARRANTY

28. Subject to subsections below, the Company guarantees the window/door units themselves as follows.

a) Rehau UPVC profile frames, seals and ancillary products: **10 Year Warranty**

The external, visible surface of white profiles will exhibit a completely uniform colour, when viewed vertically at a distance of approximately 1 metre, in diffused, under 45 degree reflecting natural northern daylight, or under artificial light at least 1000lx, and will be free from defects (e.g. cavities, tears or bubbles). Minor irregularities, such as shadow lines, gloss streaks or shallow dips may be the result from processing and must be accepted.

Warranty is invalid if surface damage is caused intentionally or negligently, or as a result of neglect of the necessary maintenance procedures outlined in the "Maintenance Procedures" given to the customer. Surface damage caused by treatment with aggressive or scouring detergents is excluded from the scope of the warranty. Any change of properties caused by environmental reactions, e.g. from iron or zinc particles, is not included in the warranty.

Coloured foiled products may be susceptible to slight expansions in direct sunlight. Please note that all **RED** profile is only guaranteed for a period of 5 years against fading / discolouration.

b) Hardware such as window hinges, windows espagnolette locks, window handles, door locks, door handles, door hinges, letterboxes: **5 Year Warranty**

Warranty is invalid if damage is caused intentionally or negligently, or as a result of neglect of the necessary maintenance procedures outlined in the "Maintenance Procedures" given to the customer. Regular oiling of moving parts is essential. Surface damage caused by treatment with aggressive or scouring detergents is excluded from the scope of the warranty. Any changes of properties caused by environmental reactions, e.g. from iron or zinc particles, is not included in the warranty.

Any replacement hardware shall be warranted for a term which expires the same date as the original term of the 5 Years Warranty.

In severe weather, no guarantee can be given for Low Threshold doors against draughts or water leaks.

c) Glass: **10 Year Warranty** (0-5 years part and labour, 5-10 year part only)

All glass that shall be used in the units shall be of good quality but the Company shall be under no liability whatsoever in respect of minor blemishes and imperfections not guaranteed by the glass manufacturers.

Whilst the units to be sold generally reduce external condensation on outside of panes, no guarantee is given that the units installed reduce or eliminate condensation, which is largely due to internal or external atmospheric conditions and as a result of the glass being more thermally efficient than older glass units. More information on this is available on request.

If an unbroken Insulated Glass Unit (IGU) is, through faulty manufacture, affected by material visual obscuration due to condensation **within** the unit or, in the case of coated glass, deterioration of the coating, we will supply and fit a replacement unit.

We may need to be afforded reasonable opportunity to inspect the IGU prior to deglazing, except where deglazing shall be necessary to prevent the risk of personal injury or damage to property.

This warranty does not apply to glass units with cavities under 10mm

Any replacement IGU to be provided under the terms of warranty shall be to the nearest available equivalent product reasonably obtainable at the time of replacement.

Any replacement IGU shall be warranted for a term which expires at the same date as the original term of the Ten Years Warranty.

The warranty exclude products displaying the optical phenomenon occasionally seen as interference colour bands known as 'Brewsters' Fringes'. More information on this is available on request.

Bespoke decorative glass from specialist suppliers can only be guaranteed for 5 years.

- d) Door panels and composite doors: **5 years**

- e) Fascia, Cladding and trims: **Manufacturer's warranty**

Basic levels of normal cleaning are required to keep fascia and soffit looking its very best and maintain the longevity and warranty of the product. Surfaces should be cleaned regularly with a damp, soft cloth. If necessary a mild detergent/soap in lukewarm water can be used. Polishes should be avoided, as should any abrasive, or organic solvent cleaners.

The company will replace or at its absolute discretion refund the purchase price of any goods supplied to the customer which in the opinion of the company are in any way not in accordance with the contract, except where the customer or someone acting on his behalf has signed that the goods were received in good condition, in which case liability attributable to the company shall only cover goods which in the opinion of the company were damaged or defective before leaving the company's premises or the company's vehicle. Where a carrier's or transport company's note bearing the words "Received in Good Condition" or similar has been endorsed by the customer with words such as "Unexamined", this endorsement shall not have the effect of making the company liable for any shortfall, damaged or defective goods subsequently discovered. In any case the liability of the company shall extend to no more than the purchase price paid for the goods, and shall in no circumstance whatsoever include any direct, indirect or consequential loss or damage however caused. The company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence or alteration or repair of the goods without the company's approval, or as a result of a force majeure event.

- 29. The above guarantees are given in addition to and not in substitution for all the Customer's rights under the Common Law and by Statute, provided that written notice of such claim is given within that period.

- 30. Guarantees are valid from date of invoice, which must be presented with any warranty claims.