

Manor Glazing Ltd Terms and Conditions of Sale

Please read these Terms & Conditions carefully. By purchasing the products available from Manor Glazing Limited, you as the customer will enter into a contract which will legally bind you to the terms and conditions set out below:

DEFINITIONS: In these conditions the following expressions shall have the following meanings:

1. "the Company" means MANOR GLAZING LTD and also where the context so permits its assigns and sub-contractor for the said company. 2. "Mg" means MANOR GLAZING LTD and also where the context so permits its assigns and sub-contractor for the said company. 3. "Goods" means the articles, products, services, things or any of them described in the Contract. 4. "The Buyer" or "Customer" or "Client" means the person firm or company with whom the contract is made by the company. Whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person, firm or company. 5. "Company's Premises" means the premises mentioned in the Company's quotation or other contractual document or if not so mentioned means the Company's premises at 863 Romford Road, Manor Park, London E12 5JY. 6. "the Contract" means the Buyers order or the Company's quotation for the sale or supply of the Goods and any Document referred to herein these Conditions of Sale, the Buyer's order for the Goods or the Company's acknowledgment thereof and if there shall be any inconsistency between the document comprising the contract they shall have precedence in the order herein listed.

GENERAL: These Conditions shall be deemed to be incorporated in all the contracts of the Company to sell Goods and in the case of any inconsistency with any order letter or form of contract sent by the Buyer to the Company or Any other communication between the Buyer and the Company Whatever may be their respective date the Provision of these Conditions shall prevail unless expressly varied in writing and signed by a director on behalf of the Company. Any concession made or latitude allowed by the Company to the Buyer shall not affect the strict rights of the Company under the Contract. If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the other Conditions shall continue in force and effect.

ORDERS: We have taken care to describe and show typical products as accurately as possible. We provide only basic product information and example installations on the Manor Glazing site. If there is anything which you do not understand, or if you wish to obtain further information about our Windows, Doors or Conservatories, please contact Customer Services on 020 8514 0066. 2. Care is taken to complete the installation or supply to the nearest detail as per descriptions provided. The buyer agrees to that there may be minor differences to the end product. 3. Notwithstanding that the Company may have given a detailed quotation no order shall be binding on the Company unless and until it has been accepted in writing by the Company. 4. Where we give a guide price for a typical installation, this will be affected by the property type, its location, construction method, the choice of glass and /or the actual survey sizes. 5. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the indicated guide price. 6. All prices are expressed exclusive of any VAT which will be added at the applicable rate. The price shall be inclusive of installation to mainland UK only. For customers in the Isle of Wight, the Scottish Highlands and Islands an additional delivery and installation charge will be payable.

WORKS: 1. Responsibilities are highlighted the company: 2. Carry out the work carefully, competently and as set out in the work details. 3. Use materials which are of satisfactory quality and suitable for their purpose. The materials will be new unless the customer agrees otherwise. 4. Start and finish the work within the working period or any extension made to it. 5. Be at the premises regularly to carry out the work during the agreed working hours. 6. Store away his tools and equipment and ladders at the end of working day. 7. Regularly dispose of any rubbish from the work. 8. Be responsible for any damage which may be caused to the premises and its contents or to neighboring properties. 9. Leave the working areas in a clean and tidy condition after finishing the work. 10. Keep to all his legal duties and responsibilities. 11. Responsibilities are highlighted the buyer: 12. Provide access to contractor; access to the premises during the agreed working hours throughout the working period keeping the working areas sufficiently clear of obstruction to allow the contractor to carry out the work. 13. Allow the contractor to carry out the work in an order, which he considers necessary to finish the work on time. 14. We understand that people can become angry when they feel that matters about which they feel strongly are not being dealt with as they wish. If that anger escalates into aggression towards our staff, we consider that unacceptable. Any aggression or abuse directed towards our staff will not be tolerated. Aggressive or abusive behavior includes language (whether verbal or written) that may cause staff to feel afraid, threatened or abused and may include threats, personal verbal abuse, derogatory remarks and rudeness. We also consider inflammatory statements, remarks of a racial or discriminatory nature and unsubstantiated allegations, to be abusive behavior. In any such event, MG will withdraw from the contract entirely and payment for the full contract will be demanded. 15. Put in place provisions whereby the contractor can gain uninterrupted access to property, so as to minimize delays and prevent the work overrunning

HEALTH AND SAFETY: 1. The contractor will take all practical steps to prevent or minimize health and safety risks to the customer and other people living in or visiting the premises. 2. Minimize environmental disturbance, nuisance or pollution from the work. 3. Make sure that any temporary protection for the work is safe and weatherproof. 4. The customer will take notice of all warning the contractor gives about any health and safety or environmental risks which he is taking measures to prevent minimize. 5. Not knowingly allow people living in or visiting the premises particularly children, to be exposed to any dangers from the work.

CHANGING WORK DETAILS: 1. Only the customer can change the work details. Changes will be dealt with as follows: 2. If the changes increase the amount of work details and the contractor agrees to the changes he will quote a price for the extra work and time involved. The customer will then decide whether to go ahead with the changes. 3. If the agreed changes reduce the amount of work shown in the work shown in the work details the contractor will make an appropriate reduction in the price. 4. If the changes alter the costs in the work details an appropriate adjustment of the price will be made to reflect those changes.

EXTENSIONS OF WORK TIME: The customer will extend the working period by a fair and reasonable amount if the contractor: a) Has to spend extra time on the work because of changes made to the work details.

b) Cannot finish the work on time for reasons beyond his control including any delay caused by the customer. 2. Mg can claim any reasonable costs arising from the working period being extended of any delay caused by the customer

PAYMENTS: 1. Once a price has been agreed between the contractor and the customer there will be deposit of 25% paid prior to any commencement of work. 2. On completion of all work the customer will make payment at the time of completion and upon satisfactory inspection. The contractor will notify the customer of date of completion. It is the customer's responsibility to make themselves and/or their respective representative present for inspection of work. On arrangement, contractor will invoice the customer (unless prior agreements have been made for installments) for the outstanding balance. 3. Unless otherwise agreed by us the goods or each installment of the goods in cases where they are to be delivered by installments shall be paid for in full upon receipt of the goods. Or where invoice is requested, within 5 days of the invoice. In no circumstances shall the Buyer be entitled to make any deduction,

whether by way of set-off, counterclaim or otherwise or withhold payment for any other reason whatsoever. 4. If the buyer does not pay Manor Glazing for the goods as and when payments fall due, Manor Glazing shall be entitled to suspend deliveries and/or terminate its contracts with the buyer and/or claim damages for breach of contract. 5. In the event that payments due under this or any other contracts with the Buyer are not made on the due date, all payments due under the said Contract shall become immediately due and owing, notwithstanding the provisions of Clause 3 hereof. 6. If there is any delay in making payment we shall be entitled to charge interest on the outstanding amount at 3 per cent above the base rate charge by our bankers from the due date until the date of actual payment in full. 7. If the buyer fails to pay in full for goods delivered by the date of payment in Clause 3 above, we shall be entitled to bring an action for the full payment notwithstanding that property in the goods has not passed to the buyer. 8. The buyer agrees to pay us on a full unlimited indemnity basis all costs, charges, expenses and liabilities paid and incurred by us (whether directly or indirectly) as a result of any default by the buyer in complying with obligations imposed by the of this Contract or any other contract between us and the buyer. 9. Consideration will be taken with regards to price increase or decrease for changes made to the work details. 10. The customer will pay the outstanding balance in full no later than 5 days after receiving the invoice from the contractor. 11. Goods ordered for collection and not collected at the appointed time will incur late payments surcharge of £30.00 for the first working week. There will be a subsequent charge of £15.00 for every fortnight. 12. It is the responsibility of the customer to promptly report any fault to the contractor so as they can be rectified. This should be done within the 5 day period from completion of work. 13. There will be a 7 days cooling off period within which any cancellation are to be confirmed between the contractor and the customer. Failure to do so may result in the customer being charged for all manufactured goods produced by the contractor. 14. The contractor reserves the right to use media images (photography, videos etc.) of work carried out by them in respect of work undertaken; this may at times be used for promotional purposes. However, we will never disclose personal details as per guidelines set by the Freedom of Information Act. Any objections should be highlighted prior to the contractor commencing this contract. 15. Where an order has been placed for the supply of goods, the customer will collect these at the agreed time with full balance. The company will hold onto the products for a period no longer than two weeks, after which the company will attempt to sell on the products to cover the costs. Any shortfall from the sale of these products will be claimed from the client (initial order).

TERMINATIONS OF CONTRACT: Any contract will be deemed null and void where the customer fails to without prior warning or agreement with company, meet the terms of the contract.

1. The contractor may bring the contract to an end where the customer does not pay an amount due without having good reason. 2. Prevents or obstructs the contractor from carrying out the work and does not correct the matter within 7 days of receiving a written warning from the contractor. The contractor can end this contract by giving the customer a written notice to take immediate effect. 3. If the contractor ends this contract the customer will pay the outstanding amount with immediate effect for work properly carried out, for any materials made especially for the work and for any other of the contractors' material on the premises which he allows the customer to keep. 4. The customer may bring the contract to an end where the contractor, without agreement and for no good reason, regularly is absent from the premises and fails to carry out the work. 5. Is not meeting his health and safety and environmental responsibilities. 6. Is incompetent or careless that the work is of an unacceptable standard. 7. Does not correct the matter within 7 days of receiving a written warning from the customer. The customer can end this contract by giving the contractor a written notice to take immediate effect. 8. If the customer ends this contract he will only have to pay any money due to the contractor when the work has been finished by another contractor.

INSOLVANCY: 1. If the customer of the contractor becomes insolvent (unable to pay their debts) this contract will come to an end unless the insolvency practitioner involved makes a suitable arrangement to allow the contractor to continue. 2. If this contract comes to an end because the contractor becomes insolvent, the customer will not pay any amount then due to the contractor until the work has been finished by another contractor. 3. If the Buyer shall be in breach of any of its obligations under Contract or if any distress or execution shall be levied on the Buyers property or assets or if the Buyer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy or of any bankruptcy petition be presented against him or (this Buyer is a Company) if any resolution or petition to wind up such Company shall be passed or presented or if a receiver administrative receiver or administrator of the whole or part of such Company's undertaking property or assets shall be appointed the Company in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every contract between the Company and the Buyer or may (without prejudice to the Company's right subsequently to determine the contract for the same cause should if so decide) by notice in writing suspend further deliveries of Goods until any defaults by the Buyer be redeemed. 4. The above actions will invalidate any contract with the company and any prior agreements will be deemed void, thus resulting in full payment of contract amount being due immediately. If the customer does not pay an amount due without having good reason. Prevents or obstructs the contractor from carrying out the work and does not correct the matter within 7 days of receiving a written warning from the contractor. Any deviation from the agreed contract by the customer will nullify all payment arrangements and consequently make the contract total outstanding amount due with immediate effect.

OTHER RIGHTS & REMEDIES: 1. The customer and the contractor can claim from each other the costs and expenses which result from any failure to keep this contract. 2) This contract does not rule out or limit any other legal remedies which may be available to the customer or the contractor. 3) All permission to be sought by the clients from the relevant departments/authority. Any work undertaken by the contractor will be done under the assumption that the relevant permission and consent has been obtained by the client. 4) You have the right to request a copy of any information that we currently hold about you. In order to receive, remove, alter or amend such information please send your contact details including address and payment of £15 to cover administration expenses to the following address: 863 Romford Road, Manor Park, London, E12 5JY.

GUARANTEE / WARRANTY: PVC windows and door frames are guaranteed against any failure in welding joints and distortion in accordance with system suppliers' recommendation for a period of not longer than 10 years from the installation date. Glass units manufactured by ourselves are guaranteed for a period of no longer than 5 years after the installation date for the failure of hermetical seals (i.e. between panes). This guarantee does not cover for breakage of glass after the installation is completed. Locking mechanisms, hinges and all metallic moving parts are guaranteed for 12 months subject to regular maintenance by the customer. Cosmetic deterioration to handles, letter plates, door handles and any other furnishing, due to general wear and tear are not covered by this guarantee. Any minor imperfections of PVCu or glass are subject to suppliers recommendations, details of which are available upon request. Stained glasses are not guaranteed against fading or discoloration. PVCu products (i.e. panels) used in any installation are the closest color match available from our suppliers at the present time (i.e. it will not always be possible to have a perfect color match) Door panels are guaranteed for a period of no longer than 12 months from commencement date against warping and twisting. Advice should be sought before attempting to attach fixtures and fitting to products supplied. Any fixing attached without the consultation will null and void any guarantees.

All guarantees are given in good faith. However, if it is deemed after a visit from the company representative that our product has been misused, tampered or damaged in any way, we shall render the guarantee null and void, leaving any remedial work to be carried out at a pre-arranged fee, which will be payable before any work commences. Any failure of materials under the terms of this guarantee will be placed or replaced at (COMPANY) sole discretion. This guarantee is non-transferable. All goods remain the property of (COMPANY) until payment has been received in full, and has cleared banking process. 1 We warrant: 1.1 The dimensionally accurate design of PVC Window Profiles in accordance with British Standard 7413; 1.2 Constant material quality of PVC Window Profiles in accordance with British Standard 7413, for a period of 10 years, exclusively for the colour white (654); 1.3 Dimensionally accurate design of PVC Window Profiles in accordance with the directives of RAL GZ 716/1 Chapter 1, section 6 resp. 7; and 1.4 Constant material quality of PVC Windows Profiles in accordance with RAL GZ 716/1 Chapter 1, section 6 resp. 7, for a period of 5 years for the colour mahogany (024 resp. 224), Rosewood (090 resp. 290) Golden Oak (032 resp. 232).

2 The warranty begins to run from the date of delivery of the goods and is subject to the following conditions precedent: (a) The product care guidelines drawn up by Mg Limited must be complied with in all cases; (b) The accessories recommended by Mg Limited must be used; (c) Profile defects must be notified in writing with 10 working days of coming to notice; and (d) Any load-bearing or supporting fitting must be fixed not only to the PVC but directly screwed into the steel re-enforcement, as specified in guidelines within the Technical Manuals. 3 If the conditions precedent in Clause 2 is not satisfied, we shall not be bound by the terms of this warranty. 4 We warrant that any goods not covered by the definition in Clause 1 shall, be free from defects in material and workmanship for a period of 1 year from the date of delivery. Such goods shall also be subject to the following warranty provisions: 5 Our liability under this warranty shall be limited to repairing or replacing, at our option, free of charge any parts which within the period of the warranty fail as are result of defective workmanship or material. In the event that the exact replacement parts are no longer available, we shall use our reasonable endeavors to replace the defective part with the next available product part. We will provide a replacement free of charge only to those goods whose defects have been brought to our attention when first discovered and which have been approved by us in writing. Material or parts alleged to be defective shall be returned to us if requested. We shall not be liable for transportation or installation charges, for expenses of the buyer for repairs or replacements or for damages for delay or loss of use or other indirect, incidental or consequential damage of any kind. If necessary, the buyer shall grant us the right to enter the premises where the alleged parts are located in order to carry out an inspection of the same. If inspection by ourselves does not disclose any defects in material or workmanship, our regular published rates will be charged for any replacement goods we supply. We may use improved designs of the parts to be replaced.

5.1 This warranty does not apply to any material which has been repaired or altered outside our premises in any way so as in our judgment to affect its performance or reliability, or to any defect arising from misuse, negligence, accident or any cause other than normal and reasonable use nor shall it apply beyond their normal span of life to any materials whose normal span of life is shorter than the applicable period stated herein.

5.2 A new warranty period of six months shall apply from the date on which any goods are repaired or replaced in accordance with Clause 10.5 provided however that such further warranty shall in any event expire after nine months from the date on which the original goods were delivered.

5.3 Save as aforesaid all other conditions, guarantees, or warranties whether express or implied by statute, common law or otherwise in relation to the goods (apart from terms implied as to title under the Sale of Goods Act 1979) are hereby expressly excluded. Except for death or personal injury resulting from our negligence and except where expressly set out in these Conditions, we shall not be liable to the Buyer for any loss (including loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage of any nature or loss or damage (contractual tortious, breach of statutory duty or otherwise) arising from any breach of express warranty or condition of the Contract, or any negligence, breach of statutory or other duty on our part. Nothing in this Clause 10.5.3 excludes liability for fraud.

WAIVERS: 1. None of our agents have any actual or ostensible authority to waive these conditions. 2. Any waiver, indulgence or forbearance of the Conditions must be authorized in writing by a Director of Manor Glazing Limited. 3. Failure by us to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate as a waiver of any later breach.

LIEN: In addition to any right of lien to which we may by law be entitled we shall have a general lien on all goods of the buyer in our possession (although such goods or some of them may have been paid for) for the unpaid price of any goods sold and delivered to the buyer by us under this or any other contracts.

FORCE MAJEURE: Should delivery be rendered uneconomic, or should we be prevented or hindered from delivering on the date stated, or forced to delay beyond the date stated due to strikes, lock-outs, civil unrest, riots, act of God, act of terrorism, war, fire, tempest, flood, accident or damage to goods, or delay in obtaining or inability to obtain through scarcity materials or for any other causes beyond our control, we or the buyer may suspend delivery until a reasonable time after the end of the happening and during such time as is reasonably incidental to the resumption or normal production or sale or cancel or vary the contract without compensation. No such happening shall release either party from liability to pay unpaid accounts or to pay for the goods delivered.

CLAIMS: The buyer shall inspect the goods immediately on collection or delivery thereof. If the buyer fails to give notice or report in accordance with these provisions the goods shall be deemed to have been accepted in accordance with the Contract and the buyer shall be bound to accept and pay for the same at the time or times specified in these conditions unless a written claim received: 1. By us and the carrier within 3 days of delivery in respect of damage, delay or partial loss in transit; 2. By us and the carrier within 7 days of dispatch in respect of non-delivery, or 3. By us within 7 days of delivery in respect of any other matter. 4. Goods subject to any claim must be stored free of charge for our inspection.

CONSTRUCTION & JURISDICTION: The validity, construction and performance of the Contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales. Version dated: January 2013: Manor Glazing Limited Terms & Conditions