

OXTED WINDOW SYSTEMS LIMITED STANDARD TERMS & CONDITIONS OF AGREEMENT

1. GENERAL

- a. In these conditions, Oxted Window Systems Ltd are referred to as the "Company", and the Person, or Company is referred to as the "Customer".
- b. The goods ordered by the Customer are purpose made by the Company for the Customer; which is why the Company particularly insists that there can be no right for the Customers to cancel or withdraw after the order once materials have been placed on order by the Company.
- c. The Company enters into all agreements with the Customer solely on the terms of these conditions, and no representation or warranty, collateral or otherwise, shall bind the Company and no statement made by any representative of the Company shall vary these conditions unless made in writing and signed by the Company.
- d. This contract is entered into by the Company on the basis of its assessment at the time of quotation. The contract is conditional upon inspection by the Company's Surveyor and his recommendations of the work in his technical report or any other technical issues which may arise during the Company's post quotation assessment of the work to be undertaken. In the event of the Surveyor advising the Company that it is not feasible for the Company to carry out the works on the terms specified herein, the Company will notify the Customer accordingly and will return the Customer's deposit; whereupon this contract shall be null and void and neither party shall be under any liability to the other.

2. TIME OF PERFORMANCE (Customer)

The Customer agrees to give free and unrestricted access at all reasonable times to the Company's workmen and supervisors to carry out all necessary surveys and works relating to the installation. Unless the Customer notifies the Company in writing at the date of order that he requires delivery or installation after a certain date and the Company accepts. The Customer shall be obliged to give access to the Company, or accept delivery within 30 days of the notification in writing that the units are manufactured. In the event of such access not being given within the said 30 days, then at the entire discretion of the Company, the Company may treat the contract as at an end, upon the CUSTOMER'S BREACH, and seek to recover damages which may, taking into account the fact that the said goods are purpose made, amount to the full price.

3. If, during the course of the works, problems of a structural nature to the Customers' property become apparent, (and which could not reasonably have been foreseen by the Company's Surveyor), then the Company shall have the right to call in a suitable qualified Structural Surveyor to advise on the problem and report in writing with recommendations; such recommendations to be implemented by the Customer and at the Customer's expense, as soon as it is practical to enable the Company to proceed safely with its work.
4. The Company undertakes to use its best endeavours to adhere to any delivery period quoted to the purchaser, but time shall not be of the essence of the contract and the Company shall not be liable in respect of any delay in installation caused by reasons beyond the Company's control; nor for any consequential loss, resulting thereof. If the work is not completed within the delivery period stated in the contract, the Customer may serve notice on the Company in writing, requiring that the work be completed within a reasonable period of time (to be agreed between the Company and the Customer). If the work is not completed within such an extended period, the Customer may cancel the uncompleted work covered by the contract, without penalty to himself, by the service of a written notice to that effect on the Company.
5. All glass used by the Company shall be of a thickness and weight determined by the Company's Technical Surveyor and in compliance with BRITISH STANDARDS CODE OF PRACTICE BS 6262, 1982. Any glass defects will be assessed and replaced according to the definitions and recommendations of the Glass and Glazing Federation.
6. Double glazed units are designed primarily to reduce heat loss. The fitting of double glazed units will not in itself eliminate condensation which is dependent upon the environment within the premises. The Company does not guarantee that condensation in the premises will be eliminated or reduced. No representative of the Company has any authority to give such a guarantee.
7. The Company will make good any damage caused in the course of installation to plaster, render or floor structures immediately surrounding any windows or doors installed, but does not undertake to repair damage to surrounding tiling, wallpaper or paintwork, or to remove intact any panes of glass or frames from old windows required to be retained by the Customer. The Company will endeavour to ensure that any making good will match existing finishes, but shall not be liable for non-matching due to weathering of the existing materials or non-availability of matching materials.
8. The Company undertakes to repair or replace, free of charge, any unit manufactured or supplied by it which proves defective as a result of faulty materials or workmanship within TEN YEARS, with the exception of glass sealed units which are guaranteed for five years and window hardware and ironmongery, which are guaranteed for one year, from the date of installation. Damage due to accident or misuse and faults or premature deterioration resulting from the Customers failure to maintain are not covered and the Company reserves the right to charge the cost of service calls of this nature.
9. The net balance is payable to the Company on completion or on delivery (in the case of supply only contracts). In each case the Company's installer or driver is authorised to accept cash, a cheque in favour of Oxted Window Systems Ltd. The presence of any alleged defects does not constitute a reason for withholding payment; any such defect will be duly investigated and dealt with under the terms of the company's guarantee. Interest will be charged on any unpaid accounts at 2% per month. There is no exception to the above and this condition will be rigorously enforced.
10. Any levies or taxes imposed by the Government prior to installation will be added to the final invoice.
11. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions, the title in the goods shall not pass to the Customer until the Company has received, in cleared funds or cash, payment in full of the price of the goods. Until such time as the property in the goods passes to the Customer:-
 - a. The Company shall have absolute authority to retake, sell or otherwise deal with or dispose of all, or any part of the product in which title remains vested in the Company.
 - b. For the purpose specified in (a) above, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the produce or any part thereof is installed, stored or kept, or is reasonably believed so to be;
 - c. The Company shall be entitled to seek a Court injunction to prevent the Customer from selling, transferring or otherwise disposing of the product;
 - d. The Customer shall store or otherwise denote the product in respect of which property remains with the Company in such a way that the same can be recognised as the property of the Company; The product must be retained by the Customer in identical packaging and in secure conditions and the Customer must not allow it to become intermingled with any other product or substance.
12. If the performance of any Contract or any obligation there under is prevented by force majeure, the Company shall be excused performance, provided that the Company reasonably endeavours to remove such cause(s) of non-performance, and shall continue performance there under without delay whenever such causes(s) are removed. The term "Force Majeure" for these purposes includes acts of God, fire, accident, lightning, earthquakes, storms, floods, explosion, war, strikes, lock-outs, other industrial action, and any other circumstances, whether similar or dissimilar, beyond the reasonable control of the Company.

THE TERMS AND CONDITIONS SHALL NOT BE
CONSTRUED SO AS TO EFFECT THE STATUTORY
RIGHTS OF THE CUSTOMER.