

## WINDOW TERMS OF SALE

### Conditions of Sale

1. The conditions of Sale of this Contract are not intended to infringe upon the statutory rights of the Customer or the Company. The following specific terms relate to the Customer and Company whereby the Company pursues its business as manufacturers and installers of purpose made windows/doors and other glass related products.
2. These conditions, together with the signed order, the Final Survey sheet and the terms and conditions detailed thereon constitute a complete record of the terms for the supply and/or installation of the Company's products. Any oral representations or promises made are excluded unless they are added in writing on the face of the order form and signed by the Customer and the Company Representative. You can cancel this Contract and obtain a refund of your deposit by giving written notice within seven days following the signing of this agreement. Please use the form provided below. If you wish to cancel after seven days we will be prepared to consider releasing you from the Contract providing you compensate us for the loss and expense we have incurred. In the interest of safety and for our own protection, any requests for cancellation should be submitted by Recorded Delivery. In the formulation of the Contract the use of abbreviations and product codes is unavoidable. If you are uncertain as to the meaning of any of these, please request clarification from the Company Representative and/or the Surveyor. Any alterations or errors on the order form must be signed by the Customer and the Company Representative.
3. The Company acceptance of supply and installation of the order is subject to survey, and where appropriate local authority planning and building regulation approval. The Company reserves the right to Cancel the contract at anytime by serving due notice on the Customer and the liability of the Company in these circumstances is limited to a refund of any payment made by the Customer in connection with the Contract only.
4. The Company reserves the right to cancel the Contract by notice in writing to the Customer if the Company suspects any structural weakness or defect or if the work should be found to involve any major alterations or constructional work. In the event of such cancellation there will be no charge to the Customer for work already done and any deposit paid by the Customer shall be refunded to the Customer within 14 days of such cancellation.
5. The period quoted for delivery commences from the date of the order or the Customer obtaining any planning and building regulations approval, where required, and is an estimate only. We will use our best endeavors to adhere to any delivery period quoted to you, but time shall not be of the essence to the Contract. The delivery period shall be suspended for such reasonable time as may be necessary in the event of circumstances over which the Company has no control. The Company will not be liable for any loss or damage sustained by the Customer in consequence of failure to deliver within such time or by such date or in consequence of any delay in delivery however caused.
6. The Company will notify the Customer as soon as practicable after the manufacture of the windows and/or doors of the date for installation or deliver. This date however is not to be relied upon and may be subject to alteration. The Customer will permit the Company access within normal working hours on such date or on such other weekday as may be agreed being a date within the following 21 days. If no appointment shall have been made for the installation to be carried out by the end of the such period of 21 days then the balance of the purchase price shall become due and payable with out notice from the Company.
7. It is the responsibility of the Customer to obtain any necessary planning or other permission prior to the installation and to ensure that the work be undertaken complies with building regulations, listed building consent or any other planning requirements if applicable.
8. For surveying and installation purposes the Customer hereby agrees to allow access to the premises during normal working hours and free use of electricity and water to enable the work specified to be carried out and completed.
9. The Contract price is subject to survey and includes the standard specification as noted on the face of the order based on the assessment by the sales agent. If additional or unforeseen work is required and there is a variation in the cost, this will be notified to the Customer before commencement of any work.
10. Any alteration required to the work after manufacture shall be deemed to constitute a separate contract and shall be subject to additional charge.
11. The windows/doors ordered by the Customer are manufactured specifically for the Customers own requirements and as such cannot be re-sold by the Company to parties other than the Customer.
12. Under the Company's policy of continuous improvement to its products, production and installation methods, the Customer shall have the benefits of any modifications the Company makes to the design or specification without notice to the Customer. The Customer accepts that all drawings and illustrations in the Company's catalogues, sales and promotion literature are intended as a guide only.
13. It is not possible for the Company's Representatives to carry with them the entire range of the Company's products. Demonstration windows/doors therefore merely show the working of a typical window or door and the materials used in their construction. The windows/doors to be manufactured for the contact will be constructed from the same materials but the Company's Surveyor may advise that a different design will be more suitable for the application of the product or structural stability of the brickwork opening. If the Customer agrees the Company will inform the Customer within seven days of any difference of the price. If this is not acceptable to the Customer the windows/doors will be manufactured to the original specifications, but the Company accepts no liability for any structural damage which may occur during or after installation as a result of the Customer failing to follow such advice or recommendations.

### 14. Complaints Handling Procedure

To the extent to which details of the Company's complaints handling procedure have not already been provided to the customer prior to or at the time of the contract, the Company will provide the same in writing as soon as is reasonably practicable upon request from the customer from time to time.

### Ombudsman Scheme - Handling of disputes.

14.1 All disputes, differences and questions which at any time arise between the parties to this agreement and guarantee or their representatives or assigns attaching to or arising out of or in respect of this agreement and guarantee or its subject matter shall be, and are hereby, submitted via The Double Glazing and Conservatory Quality Assurance Ombudsman Scheme (DGCOS) (unless there is good reason to send the matter directly to the Ombudsman) for conciliation, mediation or determination/arbitration by the Ombudsman or his nominee.

14.2 Where a matter referred for conciliation or mediation has not been resolved within one month or such later time as the parties may agree in writing either of the parties shall have the right to request that the matter(s) in dispute be resolved by arbitration and/or determined by the Ombudsman pursuant to the rules of The Quality Assurance Ombudsman Scheme, 1996, or any subsequent modification thereof.

14.3 Where the complainant party is a consumer as defined in the Unfair Terms in Consumer Contracts Regulations, 1999 and in the Arbitration Act, 1996, or any re-enactment or statutory modification of either, this clause shall only apply where the complainant, in writing, requests a resolution by conciliation, mediation or determination/arbitration after the arising of the dispute, difference or complaint or question.

14.4 In the event of any dispute arising during the course of or subsequent to completion of the contract the customer will not be entitled to withhold payment in excess of an amount representing the reasonable cost of the work required to rectify or replace any allegedly defective Works which are the subject of the dispute.

The Company shall not be liable for any delay in completion of the work due to adverse weather conditions, shortage of materials, failure

1 If within five years from the invoice date, through faulty manufacture, the unbroken sealed unit becomes visually obscured by condensation or dust collection within the unit we will: Supply a replacement sealed unit and, at our option, either install the new sealed unit, or accept the costs of removing the faulty sealed unit and installing the new one, provided those charges do not exceed those which we would have incurred for the same job.

2 If within the second five years from invoice date, and subject to the aforementioned, Franklin Windows Ltd will: Supply a free of charge replacement sealed unit only.

3 This warranty does not cover consequential damage or loss of whatever nature and howsoever arising whether from failure of the existing sealed unit, or from the de-glazing and the re-glazing of a replacement sealed unit, or otherwise.

4 The acceptance by us of any claim under this warranty is conditional upon our representative being given a reasonable opportunity to inspect the unbroken sealed unit before it is de-glazed. If upon inspection by a Franklin Windows Ltd representative, it is found that the sealed unit was not of

faulty manufacture, we will submit a charge for the cost of the inspection. If the claimant challenges the result of our inspection, a mutually acceptable independent inspector may be appointed, and subsequently all charges relating to both inspections will be paid: a) By Franklin Windows Ltd if the decision is in favour of the claimant. b) By the claimant if the decision is in favour of Franklin Windows Ltd.

5 All replacement sealed units supplied will be on a "like for like" basis using standard components available at the time of construction. Should it be necessary to source the replacement sealed unit from another supplier, this warranty would not apply for that product.

6 This warranty applies only to sealed units installed within the United Kingdom.

The following are not covered by this warranty: a) Sealed units, which have been glazed incorrectly where the original contract was for, supply only. For these purposes, a sealed unit will be deemed to have been incorrectly glazed if the method and manner of installation does not comply with the BS 6262 Code of Practice, Glazing for buildings, or BS8000 workmanship on building sites Part 7 code of practice for glazing and their amendments, current at the date of installation.

7 All locking mechanisms, handles and hinges contain moving parts and require occasional lubrication to keep them in good working order. These components and other hardware are covered by a one year guarantee. Solid brass furniture is protected by a lacquered coating. However due to the environment where the handle is fitted and used, the lacquer can become damaged by rings and keys resulting in moisture attacking the brass surface. The result of this is discoloration which cannot be prevented.

8 Woodgrain foiled products which are guaranteed for 5 years from date of installation. Notification under this guarantee must be by written notice of the defect, given within 28 days of the date upon which the discovery of the defect might reasonably be made. Defects attributable to poor workmanship or faulty materials supplied by the Seller must be notified in writing by the Buyer to the Seller within 14 days of completion of the work, of suppliers to meet delivery dates, or errors or omissions by the Company or any of its suppliers or any other unforeseen circumstances beyond its control.

15. Settlement of the outstanding balance should be made to the installation team on completion or in the case of Home Improvement Finance a signed completion document or satisfaction note should be passed to the installer upon delivery/installation of the products. Payment shall be in cash for which a receipt shall be given or by cheque made payable to Franklin Windows Ltd crossed A/C Payee Only. **All payments including stage payments are due as per contract no later than 7 days from request. Any invoice outstanding beyond this period will be referred to Daniels Silverman Limited and will be subject to a 15% surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable. When payment is not paid in accordance with this condition the outstanding balance shall carry interest at the rate of 4% per month of part thereof commencing from the date when settlement was due.**

16. Retentions on account of any uncompleted work or alleged defects or goods to be replaced will not be permitted under any circumstances without the prior consent of the Company and approval as to the amount of any retention. The Company will investigate such matters after payment in full of the balance due on completion. If any such retention is approved the balance retained will be payable immediately the uncompleted work is carried out or replacement goods supplied. Unpaid balances will attract interest as described as above.

17. No undertaking can be given that the existing door and window frames can be removed so as to fit for re-use or any other purpose. The Company cannot guarantee to refit curtains, blinds or pelmits.

18. The Company undertakes to restore the surrounds to the windows and or doors to a sound weather-proof condition following installation but it does not undertake to restore or match the state of decorative repair where this has been unavoidably disturbed during the installation. The Company does not undertake to replace ceramic or other tiles or specialised finishes such as Tyrolean or Pebble-dash. The Company will however, endeavour to keep all superficial damage to a minimum.

19. The Customer shall provide a clear working area to enable the work specified to be carried out including the removal of any shrubs, plants, trees, telephone/TV cables and/or burglar alarm contacts. Whilst every care will be taken it is sometimes unavoidable that telephone/TV and/or burglar alarm contacts must be cut to enable the removal/fixing of the new windows/doors, and the cost of reinstatement is the responsibility of the Customer.

20. The Company's formal written guarantee will be sent to the Customer upon receipt of the balance due on completion. **This guarantee does not extend to:**

Minor imperfections in the glass arising from the glass manufacturing process. All newly installed leaded glass products are subject to a natural oxidation process. Details of this process can be obtained from the Seller. (i) Franklin Windows Ltd will cover fitting and replacement costs of broken-down sealed units up to 5 years after installation. After 5 years a fitting cost will be levied. Replacement unit cost is dependent on supplier guarantee and terms.

Glass Units 1. This warranty applies to all sealed units supplied by Franklin Windows Ltd, subject to the conditions stated herein.

b) Sealed units used in special applications such as (but without limitation): transport vehicles, ships or temperature cabinets, or those used at altitudes over 800 metres, or where they have been transported over such elevation, unless the warranty has been specifically amended in writing to cover the relevant special application. c) Sealed units, which have not been maintained completely in accordance with our recommendations (a copy of which is available upon request) and/or any recommendations/methods of the glazing system manufacturer. d) Sealed units showing the optical phenomenon occasionally seen as interference colour bands, known as "Brewster's Fringes".

9. A claim is only valid when it is made in writing, in normal circumstances to the issuing location, or alternatively to the Head office of Franklin Windows Ltd.

10. This warranty extends to all sealed units made by Franklin Windows Ltd, whether or not they bear the British standards kitemark. This Kitemark is not available for, or applicable to, all types of sealed unit. This warranty does not form part of any contract of sale, but is not intended to affect, or otherwise replace, rights or obligations conferred by any contract of sale, or by Common Law.

11. Applicable Law: Any claim under this warranty will be governed by the laws of England and shall be referred to a court having jurisdiction in England.

**COMPLIANCE WITH OUR MAINTENANCE RECOMMENDATIONS IS ESSENTIAL, FAILURE TO COMPLY WITH THEM WILL INVALIDATE THIS WARRANTY.**

21. The Company will indicate the prevailing rate of VAT on the order. If Government instituted changes occur the rate prevailing at the date of invoice will be charged.

22. Title to the goods supplied and fitted shall not pass to the Customer until such time as payment of the Company's invoice has been made in full and within the terms agreed. The Company's guarantee shall not be operative and claims will not be entertained the reunder until such a time as full payment of the Company's invoice has been made within the terms of the Contract and the guarantee shall be rendered null and void upon failure to comply with this condition.

23. No failure by the Company whether by way of indulgence or otherwise to enforce or delay in enforcing the Company's rights hereunder shall operate as a waiver of any of the Company's rights.

24. Please complete and return this form, together with your written instructions only if you wish to cancel the Contract.

25 Should the property be sold or change ownership, any remaining guarantee cannot be transferred to the new owner without prior written consent and will be subject to a fee.