

## TERMS AND CONDITIONS OF SALE

1. In these conditions John Paterson is referred to as "The Company" and the person signing the official order is referred to as "The Purchaser".
2. The Company does not guarantee that condensation can be eliminated or reduced.
3. All materials used will be the best obtainable, but the manufacturers will not guarantee against minor imperfections.
4. I/We are aware that products are bespoke and made specifically for this contract, therefore I have no rights of cancellation.
5. The Purchaser accepts the number of units as stated on this Contract. Any delivery dates given are only provisional.
6. Full settlement to be made on satisfactory completion. The Purchaser is entitled to withhold a remedial amount in the event of a dispute.
7. The Purchaser will provide reasonable access to enable installation to be completed as soon as advised that the units are ready and will notify the Company of a suitable appointment for installation on being advised that the units are ready. If within 28 days of such advice an appointment for reasonable access has not been fixed, the balance of the purchase price is then due and payable.
8. Designs, illustrations, samples, catalogues or sales literature and any specifications and drawings are not in any way binding on the Company and the Company may withdraw, alter or modify any of the foregoing at any stage of the Contract.
9. The removal and replacement of curtains, blinds and pelmets unless included as a charge under "Additional Work" on the Contract, is the responsibility of the Purchaser.
10. The Company does not accept responsibility for any damage caused to decorations in any way attributable when units are being installed unless caused by our negligence.
11. The Company does not carry out major alterations of constructional works. It cannot accept responsibility for damage in any way attributable to structural weakness or defect. It reserves the right in its absolute discretion to cancel part or all of a contract, should this be found to involve any major alterations or constructional work or should it suspect any structural weakness or defect.
12. If scaffolding is required for installation above 1<sup>st</sup> floor levels, a charge will be made at the current charge rates.
13. All the terms of the Contract between the Company and the Purchaser are contained in the Official Order Form and in these conditions and no oral or written arrangements between the Purchaser and any agent or representative of the Company not contained in the Contract shall be in any way binding upon the Company.
14. No work to be done or materials supplied other than specified in the schedule of work. If on installation or when final measurements are taken by the Company's Surveyor it is found that timber sub-framing needs to be repaired or replaced this will be charged at the Company's normal day work rates for labour and materials.
15. Date of delivery. The date or dates of delivery quoted or agreed by the Company are given in good faith and all reasonable effort will be made to comply with them, but they shall be treated as approximate and not of the essence of the Contract and can never be made of the essence thereof by the customer without the consent in writing of the Company. The Company will not be liable for any loss, damage or delay due to the failure of the Company for any reason whatsoever to deliver or arrange for the delivery for the goods on or by the date or dates of delivery. If the Company is hindered or prevented from transporting, delivering or arranging for the delivery of goods by strikes, lock-outs, fire, war or any other cause whatsoever beyond the control of the Company the time for delivery shall at the Company's option be extended accordingly and this clause shall apply to the new date or dates of delivery.
16. All Double Glazed units are guaranteed (guarantee is insurance backed) for a period of 10 years, which covers the breakdown of seal, i.e. obscuration of vision or condensation between the two panes of glass. Discolouration of white gaskets is not included within this guarantee. Electrical appliances in conservatories are guaranteed for 1 year only.
17. If cancellation is made after receipt of completed Contract, the deposit is non-refundable.
18. During roofing works the Company does not undertake to repair or replace timber roof structures such as joists or wall plates unless specified as part of the Contract overleaf.
19. By agreeing to this quotation / agreement you are also consenting to your personal data being shared with third parties for the purposes of fulfilling the requirements of the Competent Person Scheme for self-certification under the Building Regulations. Personal data includes title, name, address, phone and email numbers. This data will be used to provide essential documentation and will be retained on files for the lifetime of the guarantees which do not exceed 10 years