

THE HOME IMPROVEMENT SPECIALISTS

Guarantee Terms and Conditions

- 1) All terms of the contract between the Purchaser and THIS are contained in this document. No guarantee, representation or warranty is made or given by THIS save as appears herein and no agent or employee of THIS has authority to make any guarantees, representations or warranties. No variation of or addition to the work specified in the schedule attached shall have effect unless agreed in writing by THIS
- 2) If during the course of the works problems of a structural nature become apparent (and which could not have reasonably been foreseen by THIS) THIS shall have the right to call in a suitably qualified structural surveyor to advise on the problem and report in writing at the Purchasers expense with the recommendations to be implemented by the Purchaser and at the Purchasers expense as soon as practical to enable THIS to proceed safely with its works.
- 3) The Purchaser shall grant THIS employees access to the premises at all reasonable times.
- 4) All works fitted by THIS will be manufactured and fitted substantially in accordance with the schedule attached but THIS reserves the right to make such modifications as it may consider necessary.
- 5) THIS 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 THIS shall not be liable in any respect for any delay in installation caused by reasons beyond THIS control nor for any consequential loss resulting therefrom.
- 6) Glass used in the works is of the best quality reasonably obtainable but may have minor imperfections and THIS shall not be obliged to replace any such as are not covered by the warranty of the glass manufacturer. The standards of blemish acceptability as laid down by the Glass and Glazing Federation shall be used in the event of a dispute.
- 7) The risk in the goods sold shall pass to the Customer on Delivery:
 - a) The Customer shall keep the goods fully insured against all risks throughout the period between the risk therein passing to the Customer and the property therein ceasing to remain with THIS.
 - b) THIS double-glazed units are designed primarily to reduce the heat loss that occurs through single glazing. The fitting of double glazed units will not itself eliminate condensation in the premises and no guarantee, representation or warranty is given that the condensation will be eliminated or reduced. Neither has any representative of THIS the authority to give any such guarantee, representation warranty.
 - c) Notwithstanding delivery of the goods (or of any documents representing the goods) the property of the goods shall remain with THIS until the Customer has paid THIS in full, in cash or cleared funds.
 - d) Until property of the goods passes to the Customer in accordance with 7a. above without prejudice to THIS other rights.
 - e) THIS may maintain an action for the price of the goods.
 - f) THIS will make good any damage caused in the course of the installation to plaster, rendering or brickwork immediately surrounding any windows or door installed, but do not undertake to repair damage to surrounding tiling, wallpaper or paintwork or to remove intact panes of glass or frames from old windows required to be retained by the Purchaser. THIS 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. THIS accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out.
 - g) THIS will endeavour to remove any cables leads etc through window door frames etc without damage but cannot be responsible if these are cut.
- 8) THIS undertakes to repair or replace free of charge any defective unit supplied by THIS provided that the defect is notified in writing to THIS within a period of Ten Years from the date of installation and provided also that the installation has been maintained in accordance with THIS recommendations. Fair wear and tear is not covered by THIS guarantee, hardware is guaranteed for a period of one year only. Sealed units are guaranteed for a period of five years. Sealed units into timber frames are guaranteed for a period of 12 months. THIS recommends that all windows and doors are serviced every 12 months.
- 9) The Purchaser has the right to cancel the order without penalty, other than deposit insurance premium, provided that THIS receives such a request in writing within five days of the date set down on the schedule attached. Any cancellation after this time period will result in pro rata charges being made to the customer.
- 10) Any levies or taxes imposed by Government prior to installation will be added to the final invoice.