

### Terms & Conditions for supply of timber products

These terms and conditions are always available on request and are always available on our web site: <http://authentic timber windows.com/atw/terms-conditions/>. Please read carefully and clearly understand before any purchases are placed with the Company to ensure mutual understanding of both the product and expectations of the Company, Authentic Timber Windows Ltd, and its service to you, the Purchaser.

This document is intended to contain all the terms upon which the Purchaser agrees to purchase the products detailed only in each "order confirmation" from the Company and signed by the Purchaser. Any additional term, condition or verbal agreement should be noted and included in the "order confirmation" for the purpose of clarity and signed by the Purchaser.

#### Orders

1. A "confirmed order" is considered to be an order of which the specification and price has been agreed and signed for by the Purchaser (and sent via email), and has been secured with a minimum 25% deposit. Advised delivery schedules can only commence once all these requirements have been completed.
2. The Purchaser should not submit an order until he/she is sure all details are clear, correct, finalised and confirmed.

#### Cancellation

3. The Purchaser has the right to cancel this Agreement within 7 days of a confirmed order. Cancellation must be effected and confirmed by email only to [admin@atwindows.com](mailto:admin@atwindows.com).
4. If the Purchaser cancels an order during the manufacture process, which starts upon a confirmed order, the Company Reserves the right to charge up to 80% of the total Agreement price, which represents the expenses incurred by the Company prior to cancellation.
5. The Company at its discretion may in appropriate cases agree to late cancellation of an order by a Purchaser subject to the Purchaser paying the expenses incurred by the Company prior to cancellation.

#### Supply of Products

6. The Company reserves the right not to supply any persons or Purchaser at its discretion.

#### Remakes

7. Remakes, regardless of who was at fault, are considered and will be treated as "priority" so the Purchaser can complete installations as soon as possible.
8. If a remake is the Purchaser's fault then the remake item will be charged at the normal rate and delivered as soon as possible.
9. If a remake is the Company's fault, the faulty item should not be fitted and the fault, with photographs and a report, must be reported to the Company within 7 days of delivery.
10. "Company fault" remakes can only be swapped for the faulty product, the Company does not deliver a remake without exchanging it for the faulty product.

#### Changes to orders

11. In the event of any modification to an order, after it has been confirmed (the deposit has been paid and "order confirmation" has been signed off by the Purchaser), changes can incur a significant surcharge of up to 100% of the products sale price (and not less than £50) to the Purchaser depending on the stage at which the change is confirmed and costs incurred by the Company.

#### Return of Deposit

12. As all products made by the Company are customised to the Purchaser's specification, no deposits can be refunded unless the Company can not fulfil an order due to a fault of its own.

#### Listed Buildings, Conservation Areas, Structural products, FENSA and Building Regulations

13. It is the Purchaser's responsibility to include all details in an order to comply with and fulfil all requirements for Listed Buildings, Conservation Areas, Structural Engineers, FENSA and building regulations. The Company accepts no responsibility in this regard.

#### Technical Specifications

14. The Company is not qualified and is not responsible for determining required wind ratings, noise reduction requirements, profile dimensions, density requirements of timber, load bearing requirements or capabilities, structural requirements or any other legal or technical requirement for the building of which the Company's products are installed to.
15. The Purchaser must determine and order products in accordance with the buildings technical requirements as the Company has no knowledge of the building/s and can not determine what is fit for purpose.

#### Showroom Supplies, samples & pictures

16. Representatives', showroom samples, website content and photographs are used to demonstrate a typical product and its composition. No guarantee is given that the products supplied will conform precisely with the samples nor to match exactly. The Company reserves the right to make minor non-aesthetic alterations to the specification of the products ordered.

#### Glass

17. The Company accepts no liability in respect of glass breakages that are due to the fault or neglect of the Purchaser or a third party.
18. Glass manufacturers will not guarantee minor imperfections or shade variations and consequently the Company will not be liable for any such imperfections or variations.
19. All glass thinner than 24mm has only 12 month guarantee.

#### Product Maintenance

20. When wooden products are used and the Company is employed to fully finish the product in regard to painting, the Purchaser must follow our maintenance instructions on our website to maintain the quality finish that was first provided by the Company. If maintenance and cleaning is not done and documented then no guarantees apply. Maintenance instructions must be passed on by the Purchaser to all other related parties. Also the Purchaser or the third party must touch up any and all cracks in the coating after installation and at regular intervals to ensure no water can access any raw wood.
21. All moving parts (e.g. Locks, handles, wheels, hinges etc) should be cleaned, checked and lubricated at least twice per year to maintain best possible operation and the guarantee.

#### Guarantee

22. Any replacement products supplied within the 10 year Guarantee period under the terms of the Company's Guarantee will also be covered by the Guarantee but only for the remainder of the Guarantee period.
23. The Company accepts no liability in respect of the following:
  - 23.1.1. the failure of the Purchaser to inspect deliveries properly by a qualified person upon delivery.
  - 23.1.2. the failure of the product/installation to reduce or eliminate condensation or noise.
  - 23.1.3. damage to products resulting from subsidence due to soil shrinkage, underground or mine workings.
  - 23.1.4. defects to plaster work and brick work due to settlement.
  - 23.1.5. parts included on doors and/or windows (handles, locks, thresholds & any metal parts) are made by a third party and are not guaranteed by the Company unless stated/agreed otherwise
  - 23.1.6. damage to the product attributable to the failure of foundations or structure
  - 23.1.7. damage or deterioration to the product arising out of normal wear, tear and weather conditions.
  - 23.1.8. damage due to accident, storm, flood, neglect, misuse, faults or premature deterioration which results from the Purchaser's failure to comply with regular maintenance.
  - 23.1.9. all products are sold on a "supply only" basis, so any faults that are guaranteed as stated in these terms, will also be replaced or repaired on a "supply only" basis. The Company is not liable for any installation, scaffolding or other charges that can relate to the Company's products, parts or glass. The Company can either collect items that require repair or replacement and redeliver them once repaired or the Company will send a replacement for the Purchaser or a third party to install if this suits the Purchaser better and only once the Company is satisfied that the fault is theirs.
  - 23.1.10. acceptable tolerances as far as the Company is concerned with wood is up to 5mm as wood is expected to and will expand and contract with heat/cold, any adjustments required within this tolerance must be made by the Purchaser or a third party.
24. Variations in colour regarding shades of paint, wood, glass, any metal and any other parts included can not be guaranteed and can vary slightly upon each piece, order or batch manufactured and/or each item available at the time.
25. Each and every piece of timber is unique; therefore we can not guarantee styles or shades of natural grain.
26. Timber is a natural product and does expand and shrink regardless of the quality of wood, paints and primers, therefore acceptable tolerances, sizes and dimensions can vary at different points in time and must be adjusted by the Purchaser as this is considered normal and is not guaranteed by the Company.
27. The company reserves the right to reduce overall height and/or width dimensions by up to 4mm to ease production calculations.

28. After installation and settlement, timber windows, especially where Oak is used, can sometimes crack a little bit and is considered normal that a Purchaser or Purchaser fills, repairs and paints any cracks for their Purchaser. These criteria does not permit any remakes free of charge nor compensation as it is natural material.

#### **Delivery**

29. The Purchaser agrees to thoroughly check all products on the truck upon delivery to avoid any disputes after delivery is made and sign a delivery note to confirm that all products have been made to their satisfaction and are exactly as they ordered.
30. The Purchaser agrees not to sign any delivery as "unchecked" as this contradicts the previous clause.
31. If the Purchaser does sign the delivery note as "unchecked" the Company can not accept liability for damages after third parties have handled and stored the product.
32. The full balance remaining shall be paid by the Purchaser to the Company in the event that the Purchaser fails to draw to the Company's attention any defective products upon delivery.
33. All accepted items taken into the Purchasers possession must be paid for or will be considered as "theft".
34. All orders must be PAID IN FULL with cleared funds showing in the Company's account at least 24h before the time of delivery. After being checked, if something is wrong/damaged/not what the customer ordered, the Company will refund the amount of that item(s).
35. The Purchaser accepts all responsibility for the goods and condition of the goods after delivery has been accepted.
36. Title, property and risk in the goods shall pass to the Purchaser once delivery of the goods has been accepted and paid.
37. If for some unforeseeable reason our products are more than 14 days late arriving to you, we will deduct 2% from the total net value, if they are more than 21 days late we will deduct 5% from the net value. No other contra charges or deductions can be accepted for any reason.
38. If the Purchaser makes an order but does not accept delivery of the order around the agreed time scale of 4 to 10 weeks from confirming the order then the balance of the order must be paid in full and the Company reserves the right to charge an extra £200+VAT per month for storage charges.

#### **Payment**

39. All payments are accepted via BACS only to "Authentic Timber Windows Ltd", NatWest BSB: 557030 Account number: 79055184.
40. All orders must be secured with a minimum of 25% deposit and the balance is due at least 24h before delivery, not later.
41. The Company does not accept cheques, pay pal, card payments or any other type of payment.
42. Interest will apply at 1% per day after delivery is made.

#### **Price**

43. The Company agrees to supply the products at the price specified in an "order confirmation" once all details have been confirmed and signed off by the Purchaser.
44. The price shall be the price set upon each order. The price is exclusive of VAT. VAT shall be due at the rate ruling on the date of the Company's invoice. Any variation in the application rate of VAT will be passed on to the Purchaser.
45. The price may be varied in accordance with the terms of this Agreement.

**This Agreement is governed by the law of England and Wales and shall not affect the Purchaser's Statutory Rights.**