

AJ&D Chapelhow

Timber Windows & Doors Since 1961

TERMS AND CONDITIONS OF SALE

Definitions: In these conditions the term 'Seller' means AJ & D Chapelhow (Cliburn) Ltd and or any of its subsidiary and or associated companies, and the term 'Purchaser' means the Purchaser and or any of its subsidiary and associated companies. These terms apply to both businesses and consumers. In some areas the Purchaser will have different rights under these terms depending on whether the Purchaser is a business or consumer. The Purchase is a consumer if the Purchaser is an individual or if the Purchaser is buying goods from the Seller wholly or mainly for personal use (not for use in connection with trade, business, craft or profession).

Any terms which apply specifically to businesses, or to consumers only, are made clear in these terms. Terms that are not highlighted as applying to either, are applicable to both.

These terms and conditions apply to the exclusion of any other terms the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

All of these conditions shall apply to the supply of both goods and services, except where application to one or the other is specified.

Consumers Only: Please note, under the Consumer Contracts Regulations 2013, as the goods are bespoke to the Purchaser, there is no right to return the goods or seek any refund.

Please read these terms carefully before submitting an order. Particular attention should be paid to clause 8 (Liability).

1: Quotation and Contract:

The attached quotation is based on the quantities, designs, sizes, specifications and estimates provided by either the Purchaser, the Seller, the Purchaser's nominated representative or a combination thereof.

The Purchaser must carefully read all supplied documentation. If amendments are required, the customer sign-off form describes the process by which amendments can be made. Once satisfied that ALL aspects of the quotation, including the detailed product specifications and payment terms are correct, the Purchaser MUST sign and return the completed customer sign-off form. Please note that if the Purchaser or the Purchaser's nominated representative has supplied ANY information from, which ANY aspect of the quotation has been compiled, it is the Purchaser's sole responsibility to ensure this information is accurate and complete.

No instruction (written or otherwise) or order received from the Purchaser shall constitute a contract until the Seller has received the signed and completed customer sign-off form from the Purchaser. The quotation will only become a confirmed order once the customer sign-off form has been received by the Seller. No commencement of manufacturing or ordering of 3rd party components and/or materials will take place before receipt of the signed and completed customer sign-off form from the Purchaser.

Consumer only: In the event that the Seller is supplying the manufacturing dimensions to be detailed in the quotation as part of a supply and install contract, the Seller will be liable for any costs associated with altering or re-making the goods in the event the dimensions are found to be inaccurate at the time of installation. The Seller will NOT be liable for any costs associated with altering or re-making the goods if changes or modifications have been made to the areas designated to receive the goods AFTER measurements have been taken, dimensions established and the customer sign-off form received.

Business only: To the extent that the goods are to be manufactured in accordance with a specification supplied by the Purchaser or their nominated representative, the Purchaser shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged errors in the product specifications.

1.2: Amendments and Changes:

If the Purchaser wishes to make any amendments after the Seller has received a customer sign-off form, and the order has gone into manufacture, the Purchaser MUST contact the Seller at their earliest opportunity. Revised documentation, in the form of an order/revision will be produced by the Seller and distributed to the Purchaser for review. Once satisfied that all aspects of the order/revision are correct, the Purchaser MUST complete and return the accompanying customer sign-off form. During this process the Seller reserves the right to temporarily suspend manufacture until the signed and completed order/revision customer sign-off form is received.

If amendments are made after the order has gone into manufacture the reissued order/revision documentation with the accompanying customer sign-off form shall constitute a mutually agreed revision to the terms of the contract.

1.3: Cancellation:

An order can be cancelled without penalty if the order has not gone in manufacture. Any deposits paid will be refunded after any reasonable administration and/or preparation costs incurred have been deducted.

If a cancellation instruction is received by the Seller after the order has commenced manufacture, the Seller will charge the Purchaser for all labour, materials, administrative and travel costs incurred up to, and including the date on which the cancellation instruction was received. The Seller reserves the right to withhold any deposits or part-payments made until payment for the work already undertaken has been received in full.

All goods are manufactured to the Seller's standard profile and specifications, details are available online at www.ajdchapelhow.co.uk and in the attached Technical Appendices.

The Seller reserves the right to amend the specifications if required by any applicable statutory or regulatory requirement. The Seller shall notify the Purchaser in any such event.

Prices quoted will be honoured for no more than 30 days unless otherwise agreed. All prices are exclusive of any applicable value added tax for which the Purchaser shall be additionally liable.

2. Sub-Contracting

The Seller may subcontract any aspect of the provision of goods or services to a third party, the terms of which are to be agreed between the Seller and the respective sub-contractor.

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In the event that the Seller is asked to provide goods or services, as part of a subcontracting arrangement, the Seller's terms and conditions shall apply to these goods and services, unless otherwise agreed in writing.

3a: Delivery

Delivery, packaging, insurance and transport costs are included in any delivery services supplied by the Seller.

Delivery periods and dates are given in good faith but are not subject of any warranty, guarantee or condition.

Delivery dates and locations are to be mutually agreed in advance and confirmed in writing. The Seller will make every effort to comply with the delivery date, however, the Seller can be subject to delays from supply-chain partners (sometimes without prior notice) or 3rd party suppliers and as a result these delays could affect the previously agreed delivery date.

Business only: Time shall not be of the essence for any delivery dates or periods provided by the Seller. No liability will attach to the Seller if delivery periods or dates are not met for any reason whatsoever.

Consumer only: The Seller will provide an estimated delivery date and will contact the Purchaser to agree this. If the delivery date changes, or the Seller needs to re-arrange delivery, the Seller will contact the Purchaser at the earliest opportunity to agree a mutually acceptable revised date. If the Purchaser would like to change the date for delivery, the Purchaser must contact the Seller at the earliest opportunity to agree a mutually acceptable revised date. Time shall not be of the essence for any delivery dates or periods provided by the Seller. No liability will attach to the Seller if delivery periods or dates are not met for any reason whatsoever.

All goods will be delivered appropriately packaged. Off-loading will be undertaken by the Seller if installation is included in the contract. Please note the Seller's delivery vehicle does not have mechanical offloading. Forklift provision for off-loading should be provided by the Purchaser, if not possible, then sufficient labour should be made available by the Purchaser to ensure safe and careful off-loading is possible. In all other circumstances delivery shall be deemed complete when the goods arrive at the agreed location. Where installation is not included in the contract, off-loading will be undertaken by the Purchaser or their nominated representatives.

All costs associated with off-loading will be borne solely by the Purchaser unless installation is included or otherwise agreed.

The Seller will accept no liability whatsoever for any damage caused to goods delivered or offloaded by anyone or anything other than the Seller's staff, and the Purchaser shall be responsible for all appropriate insurance in this regard.

If following delivery, large doors, door sets, screens or any other goods are disassembled, modified, altered, amended or otherwise changed, or where the Seller is responsible for installation moved, by the Purchaser or any 3rd party, without the prior agreement and consent of the Seller, the Seller will accept no liability for any subsequent issues, nor will the Seller extend any warranty to those affected goods.

Following delivery and acknowledgment of receipt of the goods, the protection of surface finishes and the general maintenance and care of the goods becomes the sole responsibility of the Purchaser.

Business only: If the Seller fails to deliver the goods, its liability shall be limited to the costs and expenses incurred by the Purchaser in obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the goods. The Seller shall have no liability for any failure to deliver the goods to the extent that such failure is caused by a force majeure event (section 10) or the Purchaser's failure to provide the Seller with adequate delivery instructions for the goods or any relevant instructions related to the supply of the goods.

Business only: If the Purchaser fails to accept delivery of the goods within 3 working days of the agreed delivery date, then except where such failure or delay is caused by a force majeure event (section 10) or by the Seller's failure to comply with its obligations under these terms and conditions in respect of the goods, the Seller shall store the goods until delivery takes place, and may charge the Purchaser for all related costs and expenses (including insurance). If 10 working days after the Seller notified the Purchaser that the goods were ready for delivery the Purchaser has not accepted delivery of them, the Seller may dispose of part or all of the goods, the Purchaser shall not be entitled to any refund and the Seller may charge the Purchaser compensation for the costs the Seller will incur as a result of the Purchaser breaking these terms and conditions.

Consumer only: If the Purchaser does not accept delivery of the goods, and the Purchaser does not re-arrange delivery, the Seller will contact the Purchaser for further instructions and may charge the Purchaser for storage costs and any further delivery costs. If, despite the Seller's reasonable efforts, the Seller is unable to contact the Purchaser or re-arrange delivery or collection, the Seller may charge the Purchaser reasonable compensation for the net costs the Seller will incur as a result of the Purchaser breaking these terms and conditions.

3b. Collection

If the Purchaser wishes to collect the goods from the Seller's premises, the Seller will arrange with the Purchaser, in writing, a suitable date on which the goods will be packaged and available for collection.

The Seller will ensure the goods are loaded onto the Purchaser's transport in an appropriate manner and will ensure the goods have not been damaged during the loading process.

The Seller will take direction from the individual responsible for transportation as to the manner and method of loading the goods. The Seller will not be responsible for securing the goods once loaded and will not be liable for any damage caused to the goods once loading has been completed or during the transportation or off-loading process. The Seller will not be responsible for determining the suitability of the transport, nor the method used to secure the goods.

The Seller will maintain photographic records of the goods pre and post loading and records of any issues experienced during the loading process. If damage occurs to the goods during the loading process, and this damage is as a direct result of the actions of the Seller, then the Seller will make good any damage and reimburse any reasonable, additional costs incurred by the Purchaser.

The Seller will accept no liability for any damage caused to the goods once loaded, or for damage caused during the process of securing the goods to the transport or during transportation.

Businesses only: If the Purchaser fails to take collection of the goods within 7 days of the agreed collection date, then except where such failure or delay is caused by a force majeure event (section 10) or by the Seller's failure to comply with its obligations under these terms and conditions in respect of the goods the Seller shall store the goods until collection takes place, and may charge the Purchaser for all related costs and expenses (including insurance). If 14 working days after the Seller notified the Purchaser that the goods were ready for collection the Purchaser has not collected them or made alternative arrangements with the Seller, the Seller may dispose of part or all of the goods, the Purchaser shall not be entitled to any refund and the Seller may charge the Purchaser compensation for the costs the Seller will incur as a result of the Purchaser breaking these terms and conditions.

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Consumers only: If the Purchaser does not collect the goods, does not collect the goods within a reasonable period of the agreed delivery date and the Purchaser does not re-arrange collection, the Seller will contact the Purchaser for further instructions and may charge the Purchaser for losses incurred due to the failure to take delivery and costs for care and custody of the goods. If, despite the Seller's reasonable efforts, the Seller is unable to contact the Purchaser or re-arrange collection the Seller may charge the Purchaser reasonable compensation for losses and costs incurred as a result of the Purchaser breaking these terms and conditions.

4. Supply Only

If the quotation has been produced on a supply only basis, no costs will be included for either the provision of installation labour and/or any materials associated with, or required for, the installation of the goods. In the event that installation is required, then the Seller will supply a quotation for such installation, labour, materials or otherwise as appropriate. The Seller has no liability for the quality of the installation of goods where the installation was carried out by the Purchaser or a 3rd party.

The Purchaser shall cooperate with the Seller in all matters relating to the supply of the goods/services.

5: Installation

If the quotation requires the Seller to undertake the installation of the goods, the quoted installation costs will include the removal of existing windows and doors (if being replaced), the installation of new items and all time and materials required to complete the installation work. Further technical information regarding the installation materials used can be found at www.ajdchapelhow.co.uk and in the attached Technical Appendices.

Installation dates are given in good faith but are not subject of any warranty, guarantee or condition. Time shall not be of the essence for any installation dates or periods provided by the Seller. No liability will attach to the Seller if installation periods or dates are not met for any reason whatsoever.

Installation dates and locations are to be mutually agreed in advance and confirmed in writing. The Seller will make every effort to comply with the installation date, however, the Seller can be subject to delays as a result of delays by supply-chain partners or 3rd party suppliers (sometimes without prior notice) and as a result these delays could affect the previously agreed installation date.

Business only: Time shall not be of the essence for any installation dates or periods provided by the Seller. No liability will attach to the Seller if installation periods or dates are not met for any reason whatsoever.

Consumer only: The Seller will provide an estimated installation date and will contact the Purchaser to agree this. If the installation date changes, or the Seller needs to re-arrange, the Seller will contact the Purchaser at the earliest opportunity to agree a mutually acceptable revised date. If the Purchaser would like to change the installation date, the Purchaser must contact the Seller at the earliest opportunity to agree a mutually acceptable revised date. Time shall not be of the essence for any installation dates or periods provided by the Seller. No liability will attach to the Seller if installation periods or dates are not met for any reason whatsoever.

The Seller will make good any anticipated minor damage caused during the installation process to plaster work and/or external rendering. The Seller will NOT make good cosmetic damage caused to existing decorated surfaces that may be affected by the installation process or be responsible for any pre-existing faults or damage to the Purchaser's property which is discovered while installing the goods.

If, on the agreed installation date, the Seller cannot gain access to the site, and/or areas into which goods are to be installed are either inaccessible, unprepared or still undergoing preparation work, and as a result installation work (in part or whole) cannot be undertaken, the Seller may charge the Purchaser any additional costs incurred by the Seller as a result of not being able to complete the installation work as scheduled or on the pre-agreed dates.

6a. Payment

The specific payment schedule related to this contract is detailed in the payment terms section of the quotation or order/revision.

If payments are not made in accordance with the payment terms, the Purchaser shall, in addition to the due amount, pay all reasonable costs incurred by the Seller associated with the process of recovering the overdue amount. These additional costs may include chargeable administration time and reasonable legal fees incurred by the Seller. The Seller may also charge interest on the overdue amount at the rate of 2% a year above the base lending rate of Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgment. The Purchaser must pay the Seller interest together with any overdue amount.

Please note that the Seller does not accept Credit/Debit Card Payments. Payment can be made using BAC's transfer, cheque or cash.

Business only: The Purchaser must pay all amounts due to the Seller under these terms in full without any set-off, counterclaim, deduction or withholding (other than deduction or withholding of tax as required by law).

All pricings and costings are net of VAT, the appropriate level of VAT will be added to all invoices. If the order qualifies for a zero or reduced rate of VAT, the Purchaser must indicate the appropriate VAT rate to be applied by completing the VAT section on the customer sign-off form where indicated. All invoices will then be issued at that rate. It is the Purchaser's responsibility to ensure all HMRC requirements have been met and appropriate certification secured. The Seller may require copies of the "certificate for zero-rated and reduced-rated building work" planning consent and/or completion certificates prior to invoicing.

6b. Discounts

Business only: Payments associated with trade contracts, where discounts have been applied, must be paid promptly in accordance with the payment terms detailed on the quotation or order/revision. Failure to do so will result in the discount being withdrawn and the total amount becoming due immediately. **Trade discounts are entirely conditional upon prompt payment in accordance with the associated payment plan, unless alternative arrangements have been previously agreed with the Seller.**

7. Warranty

The Seller warrants that on delivery the goods shall

- a. conform with any applicable specification;
- b. be free from material defects in design, material and workmanship; and
- c. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- d. be fit for any purpose held out by the Seller.

Insofar as there are installation services provided in accordance with clause 5, the Seller warrants to the Purchaser that the services will be provided using reasonable care and skill.

All the Seller's goods carry a 10-year manufacturing warranty, this warranty extends to the timber and general manufacturing integrity of the goods supplied. This 10-year warranty does not extend to components supplied by 3rd party suppliers (more details below).

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Please note: The Seller will only provide a warranty on goods supplied unfinished or primed only to trade customers who have sought, and received, prior written approval from the Seller. This approval will only be given if the Seller is satisfied that the Purchaser has the capability to apply to the supplied goods, an appropriate finish, within an agreed timescale, and do so in a manner consistent with that employed by the Seller. No warranty will be provided to non-trade customers requiring unfinished or primed only goods.

Consumer only: Any manufacturing defect or issue, relating to any item (goods only), must be reported to the Seller's customer services team within 30 days of delivery and/or installation (whichever is later). Any installation defect or issue, relating to our service (if you have paid for the goods to be installed), must be reported to the Seller's customer services team within a reasonable timescale and in any event, any immediate concerns should be reported within 5 days of installation.

Business only: Any manufacturing or installation defect or issue, relating to any item, must be reported to the Seller's customer services team within 5 days of delivery and/or installation.

Timber is a natural product and as a result grain or variants may be visible. Timber may on occasion and under certain circumstances move, swell, shrink, crack or react in some other manner to adverse environmental, structural or atmospheric situations, or where an uncommon or extreme design has been employed. If in the Seller's reasonable opinion a defect in a timber component of a supplied product is a direct result of poor workmanship or a failure in the Seller's manufacturing process, then the Seller will make good any defect, at no cost to the purchaser, for a period of 10 years, subject to the goods having been correctly maintained in accordance with the Technical Appendices and any installation and maintenance guidelines accompanying the goods. However, if the Seller's reasonable opinion the defect was caused by an event or issue not associated with poor workmanship or the manufacturing process, then the Seller reserves the right to invalidate the warranty with immediate effect or charge the Purchaser for any labour and materials required to make good any defect.

The Seller's 10 year warranty does not extend to parts, materials or equipment (3rd party components) not manufactured by the Seller. In respect of these 3rd party components, the Purchaser shall be entitled only to the benefit of any warranty or guarantee given by the 3rd party supplier to the Seller. Specifically, warranty associated with the failure of any 3rd party component including: Glass, Ironmongery, Hardware, Seals, Aluminium and Powder Coating will be limited to the terms of the warranties and guarantees provided by the 3rd party supplier of those components to the Seller. Details of these 3rd party warranties and guarantees can be provided on request.

The Seller will only replace (at no cost) a defective 3rd party supplied component that is not covered by a 3rd party manufacturer's warranty if it can be demonstrated, to the satisfaction of the Seller, that the failure of the 3rd party component occurred as a direct result of an action carried out by the Seller or their nominated representative.

Any labour associated with replacing a defective 3rd party component that is covered by a manufacturer's warranty, will be supplied at no cost to the Purchaser for a period of 12 months from the date of delivery or completion of installation. After 12 months this work will become chargeable.

The Seller warrants the paint on all supplied painted goods for a period of 12 months. However, the Seller reserves the right to withdraw this warranty if in the Seller's reasonable opinion the painted product has been damaged, poorly maintained, subject to high wear and tear or adverse weather and/or environmental conditions.

Due to heat absorption and the effect this has on timber, the Seller reserves the right to withhold any warranty on the paint or stain or any associated defects when black or near-black paint or stain has been used against the Seller's advice.

The manufacturing warranty period will commence from the date the goods are despatched from the Seller's premises, or the date the installation was completed (in the event that the Seller is installing the goods). The warranty is subject to the goods being properly installed. The Seller reserves the right to invalidate the warranty if in the Seller's reasonable opinion the goods have been installed (by someone other than the Seller) in an unsatisfactory or negligent manner, or where the Purchaser has installed the goods themselves and in doing so has not, in the reasonable opinion of the Seller, followed the installation guidelines and/or advice given by the Seller.

The goods must be properly and regularly maintained by the Purchaser in accordance with the Seller's recommendations contained in the attached Technical Appendices which can also be found at www.ajdchapelhow.co.uk. The warranty will be invalidated if, in the reasonable opinion of the Seller, the goods have not been properly maintained, have been damaged, modified, neglected or misused.

The Seller's installation warranty will commence from the date on which the installation was completed and signed-off by the Purchaser. This warranty period will last for 12 months, during which time any issue that can be demonstrated, to the satisfaction of the Seller, to have occurred as a direct result of an installation failure or poor workmanship by the Seller, will, at no cost to the Purchaser, be resolved and made good. If however, in the Seller's reasonable opinion, the issue was caused by some other event, poor maintenance, damage, neglect or misuse, then the labour and materials required to resolve and make good the issue will be chargeable.

Goods supplied incomplete, partially manufactured, unglazed or without hardware are subject to a restricted warranty. The Seller will only warrant those elements over which the Seller had exclusive responsibility for manufacture. If any changes, modifications and/or alterations are made to any aspect of the supplied item by the Purchaser or a 3rd party, and in the reasonable opinion of the Seller damage has been caused as a result, the Seller reserves the right to invalidate the warranty with immediate effect.

The Seller shall be under no liability in respect of any defect in the goods arising from errors contained in drawings, designs or specifications supplied by the Purchaser or their representatives, nor inaccuracies overlooked or unnoticed by the Purchaser or their representatives on quotations or order/revisions and associated documentation.

The warranties set out in this document do not include the following:

- I. normal wear and tear, including normal wear and tear of weather strips or natural weathering of surfaces;
- II. variance in colour or texture of the timber;
- III. normal wear and tear to hardware and naturally occurring changes to hardware finishes (e.g. corrosion or tarnishing);
- IV. goods failure due to damage, negligence, misuse or abuse, damage caused by failure to properly provide maintenance, or
- V. where alteration or modification to the manufactured goods have taken place.

Claims can only be made under warranty once invoices for the goods have been paid for in full.

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8: Liability

Nothing in these terms limits any liability which cannot legally be limited, including but not limited to liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; and
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Business only: For goods supplied under clause 4 (supply only), the Seller's total liability to the Purchaser shall not exceed the price paid for the goods. The Seller's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms.

Business only: For goods and services supplied together under these terms and conditions, the Seller's total liability to the Purchaser shall not exceed the price paid for the goods and services. The Seller's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms.

Business only: The following types of loss are wholly excluded:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use or corruption of software, data or information;
- loss of or damage to goodwill; and
- indirect or consequential loss.

Consumer only: If the Seller fails to comply with these terms, the Seller is responsible for loss or damage the Purchaser suffers that is a foreseeable result of the Seller breaking this contract or the Seller failing to use reasonable care and skill, but, the Seller is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Seller and the Purchaser knew it might happen, for example, if the Purchaser discussed it with the Seller during the sales process. The Seller does not exclude or limit in any way the Seller's liability to the Purchaser where it would be unlawful to do so. This includes liability for death or personal injury caused by the Seller's negligence or the negligence of the Seller's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Seller's legal rights in relation to the goods supplied with reasonable skill and care and, where installed by the Seller, correctly installed. The Seller only supplies the goods for domestic and private use. If the Purchaser uses the goods for any commercial, business or re-sale purpose the Seller will have no liability to the Purchaser for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9: FENSA, Deposit and Guarantee Insurance

The Seller will register all supply and install replacement doors and windows with FENSA where applicable and will provide an FCA authorised insurance backed guarantee from Home Insurance Protection Ltd covering all deposits and guarantees. The Seller will undertake registration. Certificates and Policies will be supplied to the Purchaser by FENSA and Home Insurance Protection Ltd.

The Seller can also provide an FCA authorised insurance backed guarantee from Home Insurance Protection Ltd on all work not covered by the standard FENSA scheme, this is an option available at an additional cost to the Purchaser. If the Purchaser chooses to purchase this cover, the Seller will undertake to register the customer's details and forward the Purchaser's payment to Home Insurance Protection Ltd. Policies will be issued to the Purchaser by Home Insurance Protection Ltd.

10. Force majeure

The Seller shall not be liable to the Purchaser or be deemed to be in breach of any contract with the Purchaser, if any delay or failure to deliver on the Seller's contractual obligations was due to events of force majeure, including but not limited to, acts of God, flood or other natural disaster, epidemic or pandemic, terrorist attack, civil war, riots, war (or threat of), collapse of buildings, fire, explosion or accident, labour strikes, non-performance by suppliers or sub-contractors or interruption or failure of utility service or to any other cause beyond the Seller's reasonable control.

11. Data Protection

The Seller processes personal data in accordance with its Privacy Policy.

12. Reservation of title

The goods sold under these conditions shall remain the absolute property of the Seller, and legal title in the goods shall remain vested in the Seller until payment has been received in full of all amounts invoiced or due to the Seller in respect of the goods, services or any goods or any services supplied by the Seller to the Purchaser.

The risk in the goods shall pass to the Purchaser on completion of delivery or on collection of the goods by the Purchaser or a third party designated by the Purchaser.

If the Purchaser shall enter into liquidation, have a winding-up order made against it, or have a receiver, administrator or administrative receiver appointed over its assets, income or any part thereof before the property in the goods has passed in accordance with this condition, The Seller shall be entitled, immediately after giving notice of its intention to repossess the goods, to enter upon the premises of the Purchaser with such transport as may be necessary and to repossess any goods to which it has title under this condition. No liquidator, receiver, administrator or administrative receiver of the Purchaser shall have authority to sell goods to which the Seller has title without the prior written consent of the Seller.

13. Insolvency of Purchaser

If the Purchaser, being a body corporate, shall pass a resolution or suffer an order of the Court to be made for winding-up, or if a receiver, administrator or administrative receiver shall be appointed or, being an individual or partnership, shall suspend payment, propose or enter into any composition or arrangement with his/her or their creditors, or have a bankruptcy order made against him/her or them, then the Seller shall have the right, without prejudice to any other contract with the Purchaser, not to proceed further with the contract, and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the Purchaser, such charge to be an immediate debt due from the Purchaser.

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In the event of default all delivered, unfixed goods will remain the absolute property of the Seller and legal title in the goods shall remain vested in the Seller until payment has been received in full of all amounts invoiced or due to the Seller in respect of the goods.

14. General

No partnership or agency. Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

Third parties' rights. These terms and conditions are between the Purchaser and the Seller. No other person shall have any rights to enforce any of its terms.

Variation. Except as set out in these terms and conditions, no variation of these terms and conditions shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

Business only (Entire Agreement): *These terms and conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into these terms and conditions it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in these terms and conditions.*

15. Applicable law

Businesses only: *These terms will be governed and construed in accordance with the laws of England and Wales and will be subject to the exclusive jurisdiction of the courts of England and Wales.*

Consumers only: *These terms are governed by English law and the Purchaser can bring legal proceedings in respect of the goods in the English courts. If the Purchaser lives in Scotland it can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If the Purchaser lives in Northern Ireland it can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.*

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TECHNICAL SPECIFICATIONS

1. General

Unless otherwise requested, all goods are manufactured in double vacuum pressure impregnated Redwood to our standard profile and specification (details available on request) all supplied, fully assembled, pre-glazed and pre-finished single colour throughout. All finishes to timber need inspecting every 12 months and re-coated to manufacturer's recommendations as required, this is a natural product, grain and variants may be present on finished goods.

2. Glass & Glazing

Factory fitted sealed double-glazed units to comply with part L of building regulations and installed all in accordance with GGF code of conduct/good practise. Dry glazed using EPDM gasket in and out standard colour black, white available on request. The glazing units are fixed in place with polyurethane adhesive, as is the aluminium beading. The Seller has not allowed for any thermal safety calculations. Unless otherwise requested the Seller's glazing units are:

4mm Toughened Glass 20mm cavity swiss spacer bar black Argon gas 4mm Toughened K Glass S - To comply with current building regulations.(1.2 centre pane u-value).

Obscure glass is 4mm Cotswold pattern to the inner leaf, other patterns are available on request.

6.4mm Laminated Glass 16mm cavity swiss spacer bar black Argon gas 6.4mm Laminated K Glass S - To comply with current building regulations (1.2 centre pane u-value) = 28.8mm.

Insulated Panels 9mm WPB plywood grooved vertically (external/internal) with insulation to the core 6mm WPB plywood (internally) bonded together to form panel with timber to the perimeter (thickness 34mm) These panels are fixed in place using aluminium glazing beads.

3. Timber & Treatment

Unless otherwise requested, all timber is European unsorted redwood which is double vacuum pressure impregnated after machining using Protim 265. The Seller reserves the right to supply goods manufactured from solid or engineered timber at the time of manufacture.

4. Aluminium

if aluminium glazing beads are requested (non-marine quality powder coated standard Ral colour), the Seller insists marine quality powder coating is used on all goods located 3 miles/5 kilometres from coastal areas. Cut ends are not powder coated.

5. Aluminium Cladding

if aluminium cladding to the external face of the windows is requested (non-marine quality powder coated standard Ral colour), the Seller insists marine quality powder coating is used on all goods located 3 miles/5 kilometres from coastal areas. Cut ends are not powder coated.

6. Factory Finishing

All timber surfaces receive several coats of paint spray. This is a water based "breather type" finishing paint which should require no further treatment on site, other than touch up. General maintenance, inspection and recoating will still be necessary as required. Due to heat absorption and the effect this has on timber, the Seller may not supply any warranty on the paint or stain or any associated defects when black or near-black paint or stain has been used, against the Sellers advise. For advice and guidance speak to one of our Customer Services Team.

Please Note: Colour variations can occur between painted timber and powder coated aluminium. These are normally within manufacturers accepted tolerances. All finishes to Oak, Sapele, Red Grandis & all other hardwoods need inspecting every 12 months & recoated to manufacturers recommended specifications as required.

7. Stain Finishes

Please be aware, finish colour of any wood stain depends on many factors. Variations in finished colour may occur due to the variant characteristics of the timber chosen. As a result, the Seller cannot guarantee consistency in the finished colour of goods supplied stained or translucent coated. Stain finished goods will require regular inspection & recoating to maintain the seal of the timber as UV breaks down translucent finishes.

8. Windows

Windows come complete with frame. Detailed specifications relating to specific window types are detailed below.

Aluminium cills are supplied loose for fitting.

Sideswing sashes are hinged with friction hinges, espangnolette locking and handles.

Top hung hopper sashes are hinged with friction hinges. Top hung sashes have espangnolettes locks and handles.

Sliding sash windows are run on Caunter Balances which have been chosen due to their low maintenance and high working life expectancy, window furniture comprises of locking fitch fasteners and lift catches. All beads are fitted in such a way that if moisture does get behind, it can escape easily. Internal bead (staff bead) are supplied with screws and screw caps for ease of removal, as standard.

Fully reversible sashes use friction hinges & espangnolettes.

Tilt & Turn windows have a multi-point locking system operated by a single handle. They are fully open in the sideswing position. They are fully draught stripped. These are the Seller's own 92mm windows as standard casements.

9. Trickle Ventilation

All opening sashes are fitted with trickle vents in and out - standard colour (the ventilator can be fitted in the frame of the window on written request received at the time of an order). Current building regulations require vents are fitted to habitable rooms unless alternative provisions have been made. Draught stripping is fitted to all opening sashes.

AJ&D Chapelhow

Timber Windows & Doors Since 1961

TERMS AND CONDITIONS OF SALE

TECHNICAL SPECIFICATIONS

10. Large Window / Screens

The Seller can (if previously discussed and mutually agreed) supply large windows and screens in sections for on-site coupling in the event that size or restricted access is an issue. The Seller has not allowed for any structural calculations to either the windows, or the openings into which they are fixed. The windows and screens are supplied in accordance with the information provided by the Purchaser. *Note; where the goods have been supplied fully assembled and glazed please ensure there is sufficient man-power and/or equipment to unload the goods as per our Terms and Conditions. Please also ensure that the handling of the goods complies with current Health & Safety Regulations.*

11. Doors

Doorsets come complete with frame and door leaf, they are hinged on 3D hinges (four per leaf for doors over 1000mm sized door) they have a multi-point locking system with a double Euro-cylinder key operated in and out. The Seller's standard handle is espagnolette and is available in a range of colours.

Double doors have multi point locking and a slave lock operated on a handle as main leaf. The doors are outward or inward opening with hardwood cill, aluminium tread with draught stripping. Please note all door openings are viewed from outside. Please be advised that all outward opening doors should have some type of concealed or fixed face restrictor fitted to avoid the doors being damaged during and after fitting.

12. Sliding Folding Door

Our sliding folding doors come complete with frame & door leaves. We offer 3,4,5,6 & 7 door options (more information available on request). The ironmongery supplied on these screens comprises of 3D adjustable hinges, handles, track & rollers. The master door leaf is locked by a multi-point locking mechanism and has a Euro-cylinder fitted as standard. The slave doors are locked and operated by the same slave handle.

Screens are fully assembled and glazed when delivered unless otherwise agreed (see Large Windows / Screens).

13. Patio Doors

Patio Doors are produced with the outer leaf fixed and the inner leaf sliding. They are available as left and right hand slide (viewed from outside). During operation the sliding leaf lifts and slides on our standard patio gear. The sliding door leaf can be restrained in the open position by closing the door handle. Handle internal with finger pull external.

14. Posts & Beams

The Seller's posts and/or beams are not designed to comply with any structural regulations or requirements. Structural regulations or requirements must be fully detailed, in writing, prior to the quotation being issued. *Note: Compliance with structural regulations is entirely the Purchaser's responsibility.*

15. General Maintenance

All hinges and door bolts must be oiled every 6 months with 3in1 oil or an equivalent.

Door handles spindles, lock cylinders, hook and shoot bolts should be oiled at 6 month intervals.

All door thresholds and weep holes must be regularly inspected and kept clean.

All surfaces must be kept clean of dust and dirt.

Paintwork and finishes must be regularly checked, cleaned and maintained. South facing goods should be checked more frequently given their increased exposure to sunlight. *Note: Solid colours will be more resilient than translucent colours.*

Flaws and blemishes in paintwork or finishes should be repaired/touched-up immediately, our Customer Services Team will be happy to advise if required.

These Technical Specifications should be read in conjunction with the Terms and Conditions, operation and installation guidelines and maintenance sheets that are available at www.ajdchapelhow.co.uk or on request from our Customer Services Team.