

DISTINCTION WINDOWS LTD.

10 year insurance back guarantee

DEFINITIONS

1. The agreement is between Distinction Windows Ltd. hereafter called "the company" and the purchaser or customer. The goods to be supplied under this Agreement are purpose made specifically for the Customer and consequently cannot be used elsewhere.

TERMS OF PAYMENT

2. The outstanding balance shown overleaf shall be payable to the Company's installers immediately upon substantial completion of the installation. Non-completion of minor works shall not entitle the customer to withhold payment greater than the value of 5% of the Agreement price. Any sum outstanding following substantial completion will be subject to interest at 2.5% per month commencing immediately until actual payment. The company's personnel are authorised to accept cash or cheque made payable to Distinction Windows Ltd. Ability to pay directly into our bank account via BACS is possible, please contact us for details.
3. If a credit account is required this is subject to prior agreement, receipts of satisfactory details and an appropriate volume of business.

SCOPE OF WORKS

4. The work to be carried out is limited to that specifically mentioned overleaf. Verbal agreements are of no effect unless shown overleaf. Following any Surveyor's approval of works; we reserve the right to make any modification necessary following this survey in line with the Companies policy of continual improvement to products and services. The Company reserves the right to cancel this agreement immediately following survey. The quoted price overleaf assumes the structural integrity of the apertures where our products are to be fitted. Any building work or repairs, which are found to be necessary either during the survey or installation, are chargeable. The Customer is notified that it is entirely the Customers responsibility to establish whether any planning permission or Building Regulation consent or Listed Building consent are required in relation to the installation of the goods at the Customers premises.

VARIATION OF CONDITIONS

5. Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.

TIME OF PERFORMANCE – COMPANY

6. Delivery dates given by the Company are a guide only and times will not be the initial essence on the Company's part. An installation date can be given by the Company but this may be affected by weather or unforeseen problems arising on prior jobs.

TIME OF PERFORMANCE – CUSTOMER

7. The customer agrees to give free access to the Company's workmen and supervisors to carry out all constituents of the said installation. If such access is not given within 30 days of the Customer being notified in writing that the products are ready for installation then the Customer will be liable to pay the Company the cash balance outstanding within a further 7 days.

PASSING OF PROPERTY

8. All goods remain the property of the Company until they are paid for in full by the Customer.

ADDITIONAL WORK

- 8a. The Company does not undertake to move services, fixtures or fitting, which are ancillary to the basic structure of the property, e.g. pipes, electricity or cables.
- b. The Company will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials and cannot guarantee the matching of external specialist finishes.
- c. The Company can not take any responsibility for damaging an area surrounding an opening whilst removing or replacing product. However where practicable we will make good any damage caused in the course of works to plaster, floor, rendering, brickwork or pointing immediately surrounding any window or door installed but the Company cannot guarantee to avoid superficial damage to surrounding wallpaper and paintwork or to avoid damage to ceramic tiles in the same area.
- d. All wastes produced from the Companies activities will be carried by and stored at Distinction Windows Ltd. factory until suitably recycled or otherwise disposed of. This contract also acts as a Waste Transfer Note for the disposal of the old products as listed on the other side of this sheet with EWC of 20.03.01 & 17.01.07 the Waste Carriers Licence number for Distinction Windows Ltd. is CB/RM3687XB.
- e. The Customers must ensure that an electricity supply is available to the Company's workmen for the purpose of installing the goods at the Customers premises in the event of no electricity supply being available the Customer will be charged for any incurred costs involving the hiring of a generator or other equipment.

CONDENSATION

9. The Customers acknowledges that condensation is dependent upon a number of variable factors, some of which may be favourably affected by the installation of double-glazing. It is not guaranteed that condensation will be completely eliminated.

CLEANING & MAINTENANCE

10. It is recommended that the frames supplied by the Company should be cleaned with warm soapy water at regular interval (generally not exceeding 6 months). Hardware (hinges, handles etc) should be oiled not less than twice a year. Failure to carry out these points will affect the guarantee.

GUARANTEE

11. The Company guarantees the PVCu frames against rotting, warping, peeling, fading and flaking for 10 years from the date of installation, foiled frames for 5 years or as per manufacturers guarantee limits. Timber frames carry a 5 year guarantee. The installation also benefits from the manufacturers guarantees as follows: hardware and installation materials for 12 months, sealed units are guaranteed for 5 years (however minor imperfections are not covered by the manufacturers' warranty); coloured glass film is guaranteed for 12 months. Roofline and Conservatory roof products are guaranteed for 5 years. All building work of any description will be guaranteed for a period of 12 months from the commencement date in respect of workmanship. **Exceptions:** The guarantee does not cover the following: fair wear & tear, gradual operating causes, deterioration in appearance, faults caused by fixing of window dressing attachments, if the materials have been misused, abused or neglected, or the above maintenance recommendations have not been carried out as per the recommendations indicated above or full payment has not been made. The guarantee is not transferable without written consent.
12. The Customer shall inform the company in writing of the fault within one month of its discovery, failure to do so will result in the guarantee becoming void as early detection will reduce the cost of fixing the fault. The Customer will allow the company to undertake any work under guarantee in the most economical manner and with such time as is consistent with the companies' normal delivery period and in accordance with the materials and processes used by the company at the time of the repairs.

FENSA

13. The Company is a FENSA registered installer number 23405. As such we are inspected regularly to ensure the products and installation techniques used by our company meet or exceed current building regulations. After installation the Company will contact FENSA giving details of the installation works carried out and FENSA will issue a certificate to the household which must be retained by the Customer for later use in selling the property.
14. In accordance with FENSA regulations Distinction Windows Ltd are obliged to offer you the Customer an independent guarantee for the works carried out (i.e. the insurer will honour the terms mentioned above). To comply with this the Company offers customers to take out a separate insurance policy with Insured Windows Guarantee, the Company are not brokers and do not make any money from this transaction. Distinction Windows Membership number is 1052, if the Customer is interested contact the Company and they will provide the Customer with the forms to take out a policy directly with Insured Windows Guarantee.

CANCELLATION

15. The Purchaser has the right to cancel this agreement by written notice within a period of 7 days following the date overleaf. Written notice of cancellation must be given to the address overleaf, by 'Special Delivery' or 'Recorded Delivery' post. Purported cancellation beyond this point will attract the following charges by way of liquidation damages. Before manufacture 25% of the contract value: During manufacture 60% of the contract value: After manufacture 90% of the contract value.

FORCE MAJEURE

16. Neither party shall be liable for any default due to any act of god, war, strike, industrial action, fire, flood, drought or any other event beyond the reasonable control of either party.

LAW

17. Nothing in these terms affects the purchaser's statutory rights.

COMPLAINTS PROCEDURE

18. If you have a complaint with regards to the product, installation or any other issues the Customers must inform the Company at the earliest opportunity in writing. The Company will add the details to the service call list and immediately contact the customer to discuss remedial action and agree a time scale.