

**TERMS AND CONDITIONS OF SALE**  
**SUPPLY AND INSTALLATION - v1**

**The Agreement in Principle:**

1. We Arctic Glaze Ltd agree to the supply of and installation of the products as indicated.
2. You agree to pay for the product and services within 7 days of receipt of invoice.
3. The terms below are included in the sale.
4. No variation of these terms will be recognised unless in writing and signed by both yourselves and a Director of Arctic Glaze Ltd.
5. Your statutory rights are not affected by our terms of trade.

**Survey:**

1. The agreement is conditional upon our full survey and measurement of the estimated works.
2. We will make an appointment for our surveyor to visit you. You must allow our surveyor access to your premises to undergo the survey. Our surveyor will probably have many appointments on the same day and he/she may be held up so the estimated time of their arrival is subject to change.
3. If our surveyor advises us that the installation is not feasible for any reason, we will notify you and the agreement will come to an end without further obligation.
4. Any variation to the sizes given or measured by our surveyor, needs to be in writing before products are placed for order.
5. If there is a failed survey for reasons such as you are not in or forget about the appointment, more than 30 minutes late without notification, or decide not to proceed without 48 hours notice, then there may be charges as follows:
  1. *Missed appointment - Day rate of £250 plus expenses + VAT.*
  2. *Cancelled appointment with less than 48 hours - £200 + VAT.*
  3. *Late to appointment – Depending on time then either day rate or hourly rate of £15 + VAT per hour.*

**Price & Payment:**

1. The price includes V.A.T at the prevailing rate. If the rate of V.A.T changes between now and installation any additional VAT will be payable.
2. A deposit of 50% of the value of the materials is required prior to placing an order into production.
3. The remaining balance is required in full upon completion of the installation and within 7 days on receipt of the invoice.
4. Payment is required by bank transfer; Payment can be taken by credit card but with an additional charge of 3% for the transaction.
5. We will confirm safe receipt of any payments once confirmed a payment has been made.
6. The price will be increased to cover any requested/required variations or additional to the original survey. Or for any additional work requested.
7. Under no circumstances will any deduction from the original contract be permitted unless confirmed in writing by a Director of Arctic Glaze Ltd.
8. No warranties or guarantees will be issued until full and final payment has been made.
9. All goods remain the property of Arctic Glaze Ltd until full and final payment has been made.

**Installation Dates & Lead Times:**

1. Lead times can vary due to the manufacturer, but we can advise of the current lead time during enquiry/order stage.
2. After an order has been placed we will provide an approximate delivery date once we are notified by the manufacturer – this can be subject to change by the manufacturer.
3. Once we have the approximate delivery date confirmed, we will then arrange the installation date with you – this can be subject to change in exceptional circumstances such as failed delivery by the manufacturer.
4. Sometimes orders can be held up by our suppliers or our installers can encounter unforeseen issues such as problems on a previous day's installation. Whilst we always try to ensure installation takes place on the indicated date, this is subject to change as per the above. We will however, endeavour to notify you at the earliest opportunity if it is likely that installation will be delayed.

**Installation:**

1. During the course of the installation, there may be some disturbance and dust. Which we will ensure is cleaned up once the installation is complete. You are advised to clear the installation site and access to it before our installers arrive. We cannot accept responsibility for damage to any of your possessions left in the window in which we are working.
2. Whilst we will endeavour to ensure any making-good matches existing finishes we will not be able to guarantee this, particularly where weathering has occurred or because of non-availability of matching materials.
3. We will not be liable for any damage resulting from existing structural or other defects in your property. If we have to alter the installation because of structural problems not foreseen on our survey, then an additional charge may be incurred.
4. If any goods are found to be damaged or faulty during installation, Arctic Glaze Ltd, will look to repair on site if possible or engage with the suppliers on your behalf to replace the faulty product.
5. Cancellation of the installation with less than 48 hours notice may result in charges. Cancellation on the day may result in a charge of £250 + VAT day rate per installer and expenses.

**Warranties and Exclusions:**

1. The product carries a Manufacturer's 10 year Guarantee on all moving parts, from installation.
2. We offer a 12 month guarantee on all workmanship, starting from completion of installation.
3. Spring Balances carry the Manufacturer's warranty of 12 months from installation.
4. Moving parts, i.e. wheels, hinges, handles, etc. carry the Manufacturer's 10 year Guarantee.
5. Should any frame, glass unit, or moving parts be found defective in material during the guarantee period then we will, at our option, either repair/replace it ourselves OR go back to the manufacturers and ask one of their engineers to attend site. All repairs carried out after the expiry date of the guarantee will be chargeable.
6. We will not be liable to you for minor imperfections, loss of your time, inconvenience or any other loss or damage consequential or otherwise.
7. Responsibility cannot be accepted for defects resulting from wear and tear, accident, improper use or use by you otherwise than in accordance with our instructions or advice or in respect of any components which have been adjusted, modified or repaired otherwise than by us.
8. Any claim against us must be made promptly; in particular, you must advise us of any initial defects in our products within 30 days of installation and you must confirm your complaint in writing quoting the order number in all correspondence.

9. You will be responsible for obtaining all listed building or conservation area consents, but we can assist with any documents required such as technical drawings or a report of planned works.
10. We cannot be held liable for any loss or damage caused by delay in the performance or non-performance of our obligations to you where occasioned by any cause that is beyond our control. Should an event beyond our control occur which means that we are unable to fulfil your order we may cancel or at our option suspend the order without incurring liability for loss but if the order is cancelled your deposit will be returned in full and you will not be under any further obligation.
11. The guarantee will be invalidated immediately should the product show evidence of impact, mishandling or tampering, unnatural chemical corrosion or use contrary to its intended purpose. This excludes required general maintenance of the product.
12. Under no circumstances shall the company be liable for any direct or consequential losses, however caused.

**Cancellation Security and Interest:**

1. Recognising that your order will be specially manufactured for your property and it is impractical for us to make use of the units once manufactured, if you wish to cancel the agreement after your order has been placed into the manufacturing process, payment of the product must still be made.
2. If any amount is outstanding after thirty days of the date due we reserve the right to levy an administration charge equal to 4% of the value of your order to cover our additional expenses.
3. Legal action will be taken should payment in full (including administration charges) not be received within sixty days of the date of our invoice. You will be responsible for all legal fees incurred on full indemnity basis.

**Glazing/Condensation/Acoustic Test Data**

1. The fitting of secondary glazing units may not itself eliminate condensation. This is dependent upon the environment within your property. We cannot guarantee condensation in your property will be eliminated.
2. Minor imperfections within the industry tolerance - when viewed from a distance of 2 meters with normal correct vision shows no surface abrasions or imperfections, are not warranted by our supplier. Therefore we do not accept liability to replace glazing having minor imperfections.
3. Granada's products have been tested under laboratory conditions, therefore, the data provided (if any) is indicative only. On-site performance may vary due to a number of variables (e.g. the fabric of the building, state of repair of the primary windows, etc. For project specific dB ratings, we recommend an independent on-site test be carried out (by others) to confirm accurate readings.

**Demonstrating Samples:**

1. Our supplier maintains a policy of continuous improvement of all of their products, which means they may make modifications or improvements to their products from time to time so your order may not be exactly the same as any representative's samples that may have been shown or demonstrated to you, but if this is to be the case, we would make you aware.