

LF Replacement Windows Ltd. Terms & Conditions

1 (i) The basic price stated overleaf includes the cost and expenses of the installation of the stated products. The value of any variations authorised by the customer, whether by addition, omission, or substitution, will be agreed before the variation is carried out. Such variations will be stated on an addendum to this agreement and the value of these variations shall be added to or deducted from the price originally stated.

(ii) Where contracts are negotiated, if you are unhappy with your contract for any reason it can be cancelled and a refund of any deposit paid can be obtained by giving notice in writing addressed to the Company "Bumpers Farm Ind Est., Bumpers Way, Chippenham, Wiltshire, SN14 6LH" within **fourteen days** of the date on which the contract was signed. In the interest of certainty it is recommended that any cancellation notice is sent by recorded delivery.

2 (i) Whilst every effort is made to ensure the quality of the products, it should be noted that these are subject to improvements from time to time and that they may differ from those products on display in our showroom or so advertised

(ii) Although every effort is made to colour match hardwood frames the Company cannot accept any responsibility for variation which may occur

3 (i) Whilst the Company will make every effort to effect the installation by the date mentioned overleaf it will not accept any responsibility for loss arising out of any delay.

(ii) If the work is not completed within the delivery period stated in the contract, the customer may serve notice on the supplier in writing, requiring that the work be completed within such reasonable period as the customer may specify (in general the company would accept six weeks as being reasonable). If the work is not completed within such extended period, the customer may cancel the uncompleted work covered by the Contract without penalty to himself by the service of a written notice to that effect on the supplier. Notwithstanding the foregoing the Company shall not be liable for any delay in the completion of the work which arises from causes beyond the reasonable control of the company and in the event that time has been made the essence of the contract, time shall not run during any period when delay on that account is operation.

4 (i) This agreement shall constitute the whole contract between the Company and the Purchaser and may not be amended or varied except by a document signed by the Purchaser and by a duly authorised representative of the Company and subsequently approved by the Head Office of the Company.

(ii) The Purchaser may not cancel the contract without the consent of the Company, which if given shall be deemed to be on the express condition that the Purchaser shall indemnify the Company against all loss damage claims of actions arising out of such cancellation unless otherwise agreed in writing.

5 The Purchaser agrees to permit access to the installation address by the Company. Its servants and agents at reasonable times in connection with the installation. The Purchaser will obtain all licences, permissions and consent for the work to be carried out.

6 The Company shall not be responsible for faults, weaknesses in the structure or other defects in the installation premises discovered during the course of the work and which were not apparent on an ordinary inspection before the work started. It will be the responsibility of the Purchasers to make good at his own expense all such faults or defects so as to enable the installation to be completed in accordance with the contract.

7 Except expressly agreed, the Company shall provide all labour, materials and equipment necessary for the proper execution of the work. Every care will be taken in the use and fixing of materials or goods (if any) to be supplied by the customer, but not responsibility for the suitability or for damage caused to them during fixing is accepted.

8 For Supply only work the Company will manufacture in accordance with instruction received from the customer and will not be responsible for any defects arising from ill fitting or maladjusted units or any damage liability of whatever nature arising there from.

10 *Warranty

Sound materials suitable for their respective purposes will be used, but are supplied subject to any conditions of sale attached thereto by the manufacturer of supplier. In the event of materials or installations proving faulty within a period of **ten years** from the date of supply or installation, the company will, provided full settlement of all due monies has been made by the Purchaser, (this does not affect your right to seek redress using your statutory rights nor does it prevent you from withholding a reasonable sum in the unlikely event of a dispute between us.) to rectify free of charge the fault by replacement or repair subject to: a) The installation having remained as originally carried out by the company employees; b) Exclusion of damage or excessive wear due to negligent, accidental or careless use of materials or installations c) Installations, being rendered inoperable or ineffective due to structural or other associated defects

THE COMPANY WILL NOT ACCEPT ANY RESPONSIBILITY IN THE EVENT OF CONDENSATION OCCURRING ON THE ROOM SURFACE AFTER THE INSTALLATION HAS BEEN CARRIED OUT

***THIS WARRANTY IS TRANSFERABLE DURING THE PERIOD STATED ON (10) AND THIS DOCUMENT SHOULD THEREFORE BE RETAINED**