

# PROLUX

## SYSTEMS LTD

### Terms & Conditions of Sale

#### Conditions Applicable

1. These Conditions shall apply to all contracts for the sale of Goods by the Company to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
3. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
4. Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a principal or duly authorised senior employee of the Company.

#### Miscellaneous

1. The Company will carry out all installations with the minimum amount of disturbance to the Buyer's property including plasterwork, roughcasting etc but will not be held responsible for repairs to such if damage occurs as a result of the installation.
2. The Company, or its servants, will NOT be responsible for structural defects in the property before or during the installation.
3. If necessary the Buyer shall at his/her own expense remove or re-site prior to installation any gas, electrical, telecommunication, cable television or plumbing installations and connections, alarms, door bells and all other such appliances and arrange for their relevant service provider to re-site any such equipment.
4. The Company undertakes to restore the surroundings to the doors and/or windows to a sound and weatherproof condition following installation, but the Company does not undertake to restore or match the state of decorative repair where this has been unavoidably disturbed during installation. Where render has been pebble dashed, and if necessary, we will make every effort to match the existing but can not guarantee this.
5. Internal cills and decorative moulding replacements are not included in our quotations unless stated. Where replacing aluminium windows, no aluminium trims, pressings, corner covers, flashings etc are included unless otherwise stated.



6. The company requests that you clear, to at least one metre, any moveable objects from in front the windows/doors on the day of installation. If this is not done in preparation, and it causes the installation team to have to wait, the installation time may run over and additional charges will apply.

7. Where applicable, the Goods supplied by the Company are constructed from fire retardant materials to British Standards, however, it is the Buyer's responsibility to ensure that such materials comply with any current regulations, statutory or otherwise relevant to their individual property.

8. "Adjustments" to the Goods and any minor remedial work, e.g. loose screws, loose handles, hinge adjustments, etc, will be carried out free of charge for a maximum period of two years from date of purchase. Thereafter, the Company reserves the right to charge a fee for such services, which will be agreed with the Buyer prior to any work being commenced.

9. When selecting a 'coloured' profile, we will do our utmost to get the closest possible colour match for any trims/silicones etc required. We can not guarantee an exact match, especially where different products are used (i.e. composite doors, aluminium & uPVC windows) but will always use the same 'RAL' number where it is available.

10. In rare cases, and for a number of reasons, a door/window may be damaged but not noticed until after the installation. In these cases, the company holds the right to provide a professional repair rather than a replacement. If the damage can not be repaired by a professional then the item will be replaced. The professional repair will be at no additional cost to you.

11. Accuracy of Information - This information is given in good faith. It is subject to change without notice. We are not responsible for any inaccuracies, make no representation and give no warranty as to its accuracy.

### **Supply Only Policy**

1. All sizes, designs, openings etc are your responsibility. The company accepts no responsibility for a lack of fire escape, lack of background ventilation, incorrect threshold or cill details, or lack of safety glass (this list is not exhaustive) if it has not been requested by you.

2. The sizes of all items must be provided by you. The Company will not measure any work that is Supply Only.

3. Our Supply Only quotation allows for collection from our premises at Herniss Business Park and does not include delivery. Delivery can be arranged at an additional cost and is subject to variances depending on location etc.

4. When collecting, it is your responsibility to load your vehicle and you may need to bring assistance for heavier items. Prolux Systems Ltd can provide assistance but will not be responsible for any damage caused during loading.

5. We do not supply and fixings or sealants as part of our Supply Only contracts.

### **Supply & Fit (in to new prepared openings) Policy**

1. If you are having openings prepared by another trade, or are creating an opening yourself, it is your responsibility to ensure that the size of the opening is suitable for the windows and/or doors. If you are trying to save time by ordering in advance, you must inform us of the size of the item(s) required and ensure you allow enough tolerance on your openings for the installation. The Company accepts no



responsibility for openings that are created incorrectly after the size of the window/door(s) has been agreed.

2. The Company is not a building company and will not provide any building related information. This includes, but is not limited to, structural information and The Company encourages you to seek professional advice for anything along these lines. We may come back to you after a survey to inform you that additional structural works may be required due to wind loadings etc. This is not our responsibility to provide this and any additional advice etc will need to be sourced by yourself at your cost.

3. We will discuss floor levels with you at the point of surveying the prepared opening. We need this information so that we can ensure the threshold on your doors, or the frame of the window, will not be beneath the finished floor level. If you choose to change the makeup of the floor, and therefore the floor height/level, you must inform us immediately. We will do all we can to help you and we will try to change the threshold, if necessary. However, if it is too late and can not be changed, this is not our responsibility and any additional costs incurred will be added to the final balance invoice.

4. Our supply & fit in to new, prepared, openings mean that we will not provide any finish internally or externally. This will be up to you or others.

5. We are not responsible for providing, or installing, lead trays or DPC's where necessary. We will also not fit any cavity closers or fire stops etc.

6. All openings must be complete, and ready, for us to install your window(s) and/or door(s). Any delays caused on site, by the openings not being complete and ready for us will be charged and added to the final balance invoice. The base, for all doors and windows, must be solid and set. We will, with your authorisation, fit on to freshly laid blockwork etc but will not be responsible for any movement in the base. We will also charge for any adjustments caused due to the door moving with the blockwork, should it not have set correctly.

7. Scaffolding is not required for our work unless stated otherwise. Sometimes we find that scaffolding can be in the way of our items (i.e. bifolding doors where they need to be opened fully in order to be fixed correctly) and any additional visits to refit/secure items may be subject to additional charges.

8. We are not responsible for the positioning of your items in the new opening. We will ask you, or your builder, for this information when we arrive to carry out the installation but can not be held responsible if we are told to place them in a position that is incorrect. If you/your builder has obtained planning permission, the section drawing will determine where each item should be placed. Any return visits to adjust the positioning of the items will be subject to additional charges.

9. We will not provide a seal against any subsequent internal/external finishes without an additional cost.

## Glass

1. The Company shall not be liable for any claims arising from distorted vision, optical phenomena such as Brewster's fringes, cosmetic blemishes, minor abrasions or similar imperfections due to glass manufacturing processes outside the control of the Company.

2. The Buyer will not be entitled to reject units incorporating toughened glass which, viewed from certain angles and in certain light conditions will show the inherent physical but unobtrusive coloured stained effect.

3. Glass is hermetically sealed double glazed units which will comply with the Visual Quality Standard of



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the Glass and Glazing Federation issued September 1981 relating to glass generally (or any approved standard which succeeds it). In particular:

- Transparent glass used in the manufacture of sealed units is identical to that used traditionally for single glass and will therefore have a similar level of quality.
- Both panes of the sealed units shall be viewed from the room-side at a distance of not less than two metres, in natural daylight, and not in direct sunlight. The area to be viewed will be the normal vision area, with the exception of a 50mm wide band around the perimeter of the unit.
- Flat transparent glass shall be deemed acceptable if the following are neither obtrusive nor bunched:- hair lines or blobs, fine scratches not more than 25mm long, minute embedded particles. Obtrusiveness of blemishes shall be judged by looking through the glass and not at it, under normal lighting conditions as described in the point above.

4. The Company gives no warranty concerning the incidences, prevention or elimination of condensation on double glazed units after installation of the Goods and no agent or employee of the Company has authority to give such a warranty.

5. All glass used is the best commercially obtainable but the Company cannot guarantee against any imperfection or variation inherent in the glass making process.

### **Delivery and Acceptance**

1. The Company shall arrange for the carriage of the Goods to the Buyer's address or such other address as may be mutually agreed between the Company and the Buyer. The cost of carriage and any insurance is not included in the Price unless otherwise agreed. The carrier shall be deemed to be the Buyer's Agent.

2. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

3. The Company may deliver the Goods by separate instalments.

4. Where applicable a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of Goods indicated on the advice sheet.

5. The Buyer shall afford the Company an opportunity to inspect the Goods. The Buyer shall notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with description or sample within 24 hours after delivery/installation (time being of the essence) following delivery/installation of the Goods. Failing timeous notice, the Buyer shall be deemed to have accepted the Goods, and the Goods shall be conclusively presumed to be in accordance with the Contract, and free from any defect or damage that would be apparent on reasonable inspection.

6. The dates and times for delivery/installation of the Goods are provisional only and whilst the Company will use its reasonable endeavours to comply with any such dates and times, no guarantee is given that these will be achieved. Notwithstanding that the Company may have been delayed in delivery of the Goods (or any of them), the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within two months after the Delivery Date.

7. Where the Buyer unjustifiably rejects any Goods, then the Buyer shall have no further rights whatsoever in respect of the supply to the Buyer of such Goods or alternatives, or the failure by the Company to supply Goods which conform to the Contract.

8. After delivery of any Goods (including any double glazed units) to be installed, the Buyer will be



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responsible for their safekeeping and should make sure that they have adequate insurance against any damage or loss which may occur to those Goods.

### **Goods Description and Variations**

1. The quantity and description of the Goods will, at the time of delivery of the Goods, correspond to the description of the order placed.
2. The Company may carry out from time to time without notice to the Buyer, minor alterations, improvements in the construction or design, specification, materials or manner of manufacture of the Goods, which do not materially affect the quality or fitness for the purpose of the Goods.
3. Whilst the Company believes that all specifications, illustrations, performance data and other information contained in any drawings, catalogues, advertisements or other documents supplied by the Company are as accurate as reasonably possible, they do not constitute a description of the Goods and shall not be taken to be representations made by the Company and are not warranted to be accurate.

### **Cancelled Orders & Refund Policy**

1. As all orders for Goods are made to the Buyer's individual requirements this order cannot be cancelled unless the Company is in breach of its obligations to the Buyer.
2. Subsequent to acceptance of a quotation, and after the 90% deposit payment is made, the Company will carry out a survey for the proposed work required to install the Goods within 14 days or a mutual time subject to agreement of the parties. In the event of an unsatisfactory survey report (of which the Company shall be the sole judge), the Company reserves the right to cancel the contract, after having given the Buyer a full written explanation of the reasons for doing so. The Company will also refund all money deposited by the Buyer.
3. If the Buyer cancels an order, the Buyer acknowledges that the Company loses the time they have spent on the Buyer's order up to the time at which the Buyer cancels and, accordingly, the Company reserves the right to charge the Buyer a cancellation fee which is sufficient to cover the Company's cost of materials, expenses and handling charges to the date of cancellation. The Buyer acknowledges that they will lose their deposit payment or an amount of it, subject to the costs incurred by the Company.

**THIS ORDER WILL NOT BE PROCESSED UNTIL THIS CONTRACT IS SIGNED, PRINTED, DATED AND RETURNED TO OUR OFFICE BY POST OR BY EMAIL TO - [info@prolux-systems.co.uk](mailto:info@prolux-systems.co.uk)**



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