
Terms & Conditions of Online Sale of Flat Roof Windows

1. General

1.1. DM Window Solutions Limited owns and operates this website and the online shop. It is a company registered in England and Wales under company number 5065074 and VAT number: GB 835458505 with its office at Lombard Business Park, 8 Lombard Road, London SW19 3TZ. For more contact details, please go to 'Contact Us'.

1.2. These Terms & Conditions confirm the legal terms on which we sell the products listed on our website. These terms apply to any contract between us for the sale of products. By using our website, you are agreeing to all of the Terms & Conditions, as may be periodically updated. You should also print a copy for your future reference. However, if you disagree with these Terms and Conditions or any part of it, you must not use this website.

1.3. By placing an order via this website you are offering to purchase a product on and subject to the following Terms & Conditions set out below. Please read them carefully as they contain important information and make sure that you understand them before you place your order. All orders are subject to availability and confirmation of the order price.

2. Use of Our Website

2.1. Your right to access and use of our website, especially for online shopping, is subject to our Terms & Conditions. By using this website, you consent to the processing described therein and warrant that all data provided by you is accurate.

2.2. Access to this website is permitted on a temporary basis and we reserve the right to withdraw or amend the services without prior notice. We will not be liable, if for any reason, this website is unavailable at any time or for any period.

2.3. This website may contain links to other websites, which are not operated by us. We have no control over them and will accept no responsibility for them, their content or for any loss or damage that may arise from your use of them. Your use of them will be subject to the terms and conditions contained within each such site.

2.4. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

2.5. We will only use your personal data to provide the information, products and services offered through our website to you, for billing and ordering purposes. We would not sell your personal data, pass on or make it available to any third party without obtaining your prior consent.

2.6. Any images, colours, etc. displayed on the website are for illustrative purpose only and may not exactly match the product itself.

3. Contract

3.1. In order to contract with us, you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to PayPal. We retain the right to refuse any request made by you. When placing an order, you confirm that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the purchase.

3.2. Before your order can be accepted we must receive payment of the whole price for the products you ordered. Once we receive the payment we will send you an acknowledgement email confirming receipt of your order to the email address provided by you in your order form confirming processing of your order. This email will only be an acknowledgement and will not constitute acceptance of your order.

4. Processing of your Order

4.1. Our order process allows you to check and amend any errors before submitting your order to us. Please take time to read and double check your order at each stage of the order process.

4.2. We reserve the right to reject any order for any reason and no order will be accepted until payment is received in full for all products as well as any related delivery charges and other additional charges that may apply.

4.3. All orders are subject to our current capacity and availability of all the components necessary to make a product. If we are unable to supply any of the ordered products, we will inform you by email as soon as possible. If the goods you have ordered are not available within the time scale indicated we will inform you as soon as possible as we are aware of any such delays.

5. Payment

5.1. You can only pay for the products ordered on our website by debit or credit card via PayPal.

5.2. Payment for products, including delivery charges and any other charges that may apply, will be debited from your payment card at the time of placing your order. This does not mean that your order has been accepted and, if for any reason, your order is not accepted or we are unable to supply the products, you have ordered a full refund will be issued.

5.3. You can expect to receive confirmation from PayPal regarding the payment you made. In addition to that, we will send you a full VAT invoice for the purchase via email.

6. Additional costs

You agree to pay for any loss or extra cost incurred by us as result of any instructions or lack of instructions regarding sizes, colours, etc.; failure or delay in taking delivery and acts on your part.

7. Price of Products

7.1. The prices displayed on our website are largely the same as our prices for the customers buying by contacting us directly. However, there might be some occasional differences. These prices may be higher or lower and we are under no obligation to match the prices quoted on this website. Likewise, this website is under no obligation to match prices provided by contacting the office.

7.2. We take care to ensure that the prices of products on our site are correct. However, it is possible that, despite our best efforts, some of them may be priced incorrectly. We would normally verify prices following receipt of an order and if we discover an error in the price of the products you have ordered, we will contact you as soon as possible to give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled.

7.3. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and try to find a way of notifying you.

7.4. Please note that if the pricing error is obvious and unmistakable and could reasonably have been recognized by you as a pricing error, we do not have to provide the products to you at the incorrect (lower) price even if we have failed to notify you that we do not accept your order.

7.5. The price of all products includes VAT (where applicable) but does not include delivery charges or any additional charges that might apply.

8. Delivery

8.1. Our delivery is free of charge for the customers within the M25. For the charges relating outside the M25, you would have to contact us. We will then check the delivery address and provide you with the price for delivery. We may use an independent courier to deliver our products. You are free to accept or reject our offer. You also have the option of organizing a collection of your purchase and pay independently for the service.

8.2. Delivery charges may vary according to the size and weight of ordered products and cannot be refunded. Deliveries are available to other geographical areas in the United Kingdom, rates on request. We are not able to process orders or deliver on UK Bank Holidays and weekends.

8.3. All orders will be delivered to a single address. We will deliver to the address specified for delivery in your order and it is important that this address is accurate. It is your duty to inform us about any access problems or vehicle restrictions prior to delivery.

8.4. All quoted delivery dates and times are estimates and although we will try our best to meet them we will not be responsible if we are unable to do so.

8.5. Dispatch times may vary according to availability and subject to any usual delays or force majeure for which we will not be responsible. We will endeavor to meet any estimated date agreed for delivery but shall not be liable for any delay caused in delivering the product as the delivery times are not guaranteed. We shall not be liable for any delay in delivering the products howsoever caused. Time for delivery is not of the essence.

8.6. If delivery is delayed through causes beyond our reasonable control the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time. We strongly recommend that you do not book fitters or trade persons until your order has been delivered and checked by you. We cannot be held responsible for any third-party costs or charges which you incur due to non-delivery of an order, or orders that have not been checked on delivery.

8.7. If no one is able or willing to accept the products at the time of delivery, they will not be left unless you have left clear instruction in written form that can be taken away by the carrier. You will be liable to pay for any storage charges that may be incurred if you do not accept the goods on agreed delivery date.

8.8. All deliveries must be received and signed for by the customer or any authorized person. At the time of delivery to you are obliged to check the products thoroughly before signing for them. Any errors or shortages at the time of delivery cannot be rectified later. If any damage is visible at the time of delivery please notify us as soon as reasonably possible by sending us an email with evidence of damage. Otherwise we will not be able to process any

claims. Products signed as “Unchecked” will be deemed to be received in good condition.

8.9. We cannot accept any liability for any loss or damage to the products once they have been successfully delivered in accordance with your delivery instructions unless this is caused by our negligence.

8.10. Due to insurance guidelines, our delivery personnel are unable to enter private premises. Delivery will be to the kerb-side of the delivery address. The recipient of the products is responsible for any additional lifting once the delivery has been made. You should always have sufficient manpower and appropriate equipment to take the delivery.

9. Cancellation, Returns and Refunds Policy

9.1. In general, the right to cancel or return do not apply to bespoke and/or made to measure products. Due to the fact that all our products are bespoke and made to specific measurement provided by you, you have no right to cancellation. You do not have any right to cancel or return purchased products for the supply of products made to your specifications or clearly personalized.

9.2. We can only refund your money in the unlikely event that a delivered product is damaged or defective, as long as we are notified of the product's fault within 7 days of it being delivered to you. If upon inspection any product which we supplied is proven to be indeed damaged or defective, we will either repair or replace the product or offer a refund in this order.

9.3. If the goods in your opinion are faulty please do not return them back to us without first contacting us to explain the problem. Any refund cannot be issued without first establishing with us as the manufacturer of that product that the fault lays with the product and not through the incorrect use of that product or wrongly fitted.

9.4. Any sum debited to us will be refunded to you as soon as possible and in any event within 30 days.

10. Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

11. Guarantees

11.1. We provide manufacturer guarantees on our products bought online. Those are: 10 years on the powder-coated aluminium frame and 3 years on glass units, silicone sealant and seals.

11.2. We are not automatically obliged to provide you with a certificate. The date on the signed delivery document is sufficient to prove our guarantees.

12. Disclaimer of Liability

12.1. You are responsible for ensuring that the product is installed in accordance with our instructions and the up-stand built to our recommendations and that the installation complies with all relevant British Standards, building regulations and planning laws.

12.2. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

12.3. We shall not be liable for any indirect or consequential loss or damage of any kind. We shall not be liable for any loss or damage of whatever nature caused by events or circumstances beyond our control.

12.4. Where we are unable to perform our obligations under the contract due to matters outside of our control or if we supply a product that is damaged or defective we will not in any circumstances accept liability for any claim to recover loss of profits or any special or indirect loss, damage or expense.

12.5. Nothing in these conditions excludes or limits in any way our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation; or
- any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

12.6. As a customer you may have additional legal rights in relation to products that are faulty or not as described. Nothing in these Terms & Conditions affects these rights. Nothing in these Terms & Conditions will affect these legal rights.

12.7. The material displayed on this website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary, to the fullest extent permitted by law, us and our suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this website or the linked

sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

13. Conclusion

13.1. We reserve the rights to make changes to these Terms & Conditions. Any changes will be posted to the site and will take effect immediately. Therefore, you should read the Terms & Conditions each time you place an order with us.

13.2. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by the Company Director.

13.3. Our website, its contents and any contract formed as a result of its use shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts. The courts of England and Wales will have non-exclusive jurisdiction.