

## **DM TERMS AND CONDITIONS**

### **1. DEFINITIONS**

**“Conditions”** means terms and conditions as set out in this document and any special terms and conditions agreed in writing by Us;

**“Consumer”** means a natural person acting for purposes outside his trade business or profession;

**“Contract”** means the contract for the sale of the Goods and/or the provision of Services including the working drawings produced by Us;

**“Delivery/Installation Date(s)”** means the date(s) as set out in the Order or otherwise confirmed by Us, or notified to You in writing when the Goods and/or Services are to be delivered/performed;

**“Goods”** means the items You agree to buy from Us as detailed in the Order or otherwise specified in writing;

**“Installer”** means HandiCraft Windows Ltd and shall be deemed to include all or any of its authorised employees agents and representatives;

**“Order”** means the order overleaf (or otherwise recorded in writing) detailing the Goods and/or Services;

**“Premises”** means the premises site or buildings at which the Goods are to be installed and/or the Services are to be performed;

**“Price”** means the price set out or calculated in accordance with the rate or charges detailed in the Order or otherwise specified in writing or (where no price has been quoted) a reasonable price including VAT;

**“Services”** means the services to be provided by Us as detailed in the Order or otherwise specified in writing;

**“We/Us/Our”** or **“DM”** means DM Window Solutions Ltd and shall be deemed to include Our authorised employees agents and representatives;

**“You/Your/You”** or **“Client”** means the person, firm, or company, who purchases or agrees to purchase the Goods and/or Services from Us;

### **2. CONDITIONS**

2.1 The Conditions as set out in the Contract shall be deemed the sole and exclusive terms and conditions. Any modifications or variations to these Conditions shall not be binding unless expressly agreed upon in writing by Our authorized representative. If You desire any changes, You must ensure that such requests are documented in writing.

2.2 We reserve the right to retract any quotation provided prior to Your acceptance, and any quotation given shall expire after a period of 7 days.

2.3 Your acknowledgement and acceptance of the quotation, either in writing or verbally, shall be construed as Your acceptance of the terms and conditions contained therein.

2.4 Upon acceptance of the quotation and payment of the deposit, as specified in clause below 7.3, We shall conduct a survey of the Premises to determine the suitability, specification requirements, and installation requirements of the Goods and/or Services as specified in Your quotation.

2.5 Following completion of the survey, Your quotation shall be revised to reflect the results. This revised quotation shall be considered Your Order, and the terms and conditions contained therein, including the specification of the Goods, shall be incorporated into the Contract.

2.6 Our acceptance of any Order shall only be effective if confirmed in writing by Our authorized representative.

2.7 The Order You place shall contain an estimated lead time for the Goods, subject to the provisions of clauses 5.1 and 5.2.

2.8 If You cancel this Contract in accordance with clause 7.2 after the survey has been conducted, You must provide Us with written notice prior to any additional work being carried out following the survey. Such notice should be sent to the following e-mail address: sales@dmwindowsolutions.co.uk. Any monies paid by You shall be refunded, without interest, less Our charge for the survey, a reasonable sum for any services provided by Us, and all costs and expenses incurred by Us.

2.9 We reserve the right to modify the specification of the Goods and/or Services as required to comply with applicable safety or statutory requirements, or where such modifications do not materially affect the quality or performance of the Goods and/or Services.

2.10 If We have not conducted a full site survey, the Goods shall be provided in accordance to this Contract, and it shall be Your responsibility to ensure compliance with applicable building regulations. We do not accept liability for any window or door units that do not meet required building control specifications.

### **3. SURVEYS**

3.1. It is strongly advised that a survey of the Premises is carried out, and unless otherwise agreed by Us, any quotation, estimate or Order shall be subject to survey. Such survey, if carried out by Us, will be scheduled at a mutually agreed time with You, and it is Your responsibility to ensure that the Premise is ready for the survey to be conducted at the agreed time. The scope of the survey and Our obligations are outlined in the quotation and these Conditions. We are not obligated to inspect any areas of the Premises that are covered, unexposed or inaccessible from within the Premises, nor are We required to move anything. We reserve the right to terminate any Contract if the survey results are, in Our reasonable opinion, unfavorable, or to adjust the Price to account for any survey results, subject to the provisions of clause 9 below.

3.2. In case We have conducted the survey of the Premises, We shall inform You about any necessary works that must be executed to comply with clause 5 below. We shall not be accountable for any structural reinforcement, new building work, or building repairs that may be mandatory. The survey carried out by Us shall be solely for the purpose of determining the suitability and installation requirements of the Goods and/or Services in accordance with this Contract and shall not be used for any other purpose.

3.3. If We do not carry out the survey, it is Your responsibility to provide accurate specifications and measurements as requested by Us. We shall not be liable for any costs resulting from inaccuracies in the data provided by You. In cases where We have not surveyed the Premises, You are responsible for ensuring that the supporting structure(s) can bear the weight of the Goods and will not bend

excessively under predictable load conditions. We reserve the right to choose and provide alternative goods if the Goods specification does not meet the requirements of the Premises.

3.4. If We have not conducted a site survey, the Goods will be provided as specified in the Contract, and it is Your responsibility to ensure compliance with Building Regulations. We do not accept liability for any window or door units processed that do not meet the necessary Building Control specifications.

#### **4. APPROVALS AND CONSENTS**

4.1. Unless otherwise agreed in writing, it is the responsibility of the Customer to obtain all necessary approvals and consents required for the completion of the Contract, including but not limited to deed of covenant, landlord approval, and approvals from local authorities in relation to building regulations, planning permission, alterations to listed buildings, or alterations carried out in a conservation area. We shall not be liable for any delay in the completion of the Contract resulting from the failure or delay of the Customer in obtaining any of the aforementioned approvals or consents.

4.2 You acknowledge that any modification to the Contract specifications necessary to comply with any conditions applicable to any approvals or consents shall be at our discretion and subject to mutual agreement on any increase in Price (and without prejudice to our right to cancel the Contract pursuant to clause 9.1 below). If the parties are unable to agree on such Price increases, you have the right to cancel the Contract in accordance with clause 9.3.

4.3 You acknowledge and agree that when we supply and/or install Goods and/or perform Services, unless otherwise agreed in writing, we shall not be liable for ensuring that the said supply and/or installation of Goods and/or performance of Services complies with or satisfies any building regulations.

#### **5. DELIVERY AND INSTALLATION**

5.1 We will provide You with reasonable advance notice of the Delivery/Installation Date(s) for the Goods and/or Services. Any dates that We provide for the delivery of the Goods and/or performance of the Services (including estimated completion times) are only approximate. We shall not be held responsible for any reasonable delay in delivery/performance, in particular, delays caused by factors beyond our control such as factory holiday shutdown or for any delay that arises due to Your failure to provide adequate instructions or any other default by You.

5.2 Our current lead-time, from accepting all the final details to Delivery/Installation Date(s) of the ordered items, is 6 - 8 weeks. However, any dates that We provide for the delivery/installation of the Goods and/or performance of the Services (including estimated completion times) are approximate only since all our Goods are bespoke manufactured. If You book other trades to follow our works, We shall not be held liable for any associated costs that may arise in the event of any reasonable delay.

5.3 We will discuss and confirm a mutually convenient date/time with you and then re-confirm the delivery time on the pre-arranged delivery day. You agree to provide Us with safe and clear access to the Premises where the Goods are to be delivered and/or installed and/or Services are to be performed at all reasonable times between the hours of 8am and 4pm, Monday to Friday, or as otherwise agreed between Us and You to enable delivery to take place. You should ensure that the site is ready for the delivery in all respects. You shall also inform Us of any issues related to access. For the addresses where a parking permit or a bay suspension is required, it is your responsibility to provide us with such. You should ensure that the site is ready for the delivery in all respects.

5.4 If you decide to proceed without installation provided by the Installer and remain with delivery service only, the offload of Goods is not included. We cannot guarantee that the driver will help with the off loading of the Goods. Therefore, you will need to make arrangements for adequate personnel to be on site to do this. It is Client's responsibility to assure there will be enough manpower to offload the Goods. You or your proxy will be asked to sign a copy of the delivery note as acknowledgement of receipt of the windows/doors. The delivered products should be inspected carefully as the unqualified signature shall be deemed to signify your acceptance that the products are in good condition.

5.5 We include a maximum waiting time of 30 minutes from the point when the courier arrives to when off loading must begin. Should you fail to provide adequate personnel to off load the windows /doors starting within 30 minutes of the courier's arrival we will pass on our couriers waiting charges of £50.00 plus VAT per hour. If for any reason you fail to successfully off load the windows/doors and these have to be returned to our premises, we will pass on all incurred additional charges plus the re-delivery fee.

5.6 You shall ensure that the Contract holder is available to sign off on the installation upon completion. We will inform You of the estimated installation completion date prior to works commencing. Alternatively, You may appoint a representative to sign off on Your behalf. If You do not arrange for a sign off and are not available on the date of installation completion, and subsequently raise any installation issues, We reserve the right to charge for any additional installation time/visits that may be required.

5.7 You are responsible for preparing clear openings to the required dimensions as directed by Us, with suitable upper and lower mounting surfaces, straight and level floors, and vertical side walls, ensuring that all openings and tolerances are square, true, and plumb. You must also undertake such preparatory works as specified by Us to ready the Premises for the installation of the Goods and/or performance of the Services. If the openings have not been properly prepared by the Delivery/Installation Date(s), You will be liable to pay Us an abortive fee of £500 in addition to the Price. Once We receive confirmation from You that the openings have been properly prepared, We shall agree with You on a mutually convenient revised delivery/installation date(s). The abortive fee is payable in full before the revised delivery/installation date(s). Client, who has placed the order based on our surveyor measurements shall follow all the instructions provided via email, in particular in the site survey report made by our surveyor or by any of DM or the Installer employees.

5.8 We shall not be responsible for any structural defect (including movement) in the Premises that becomes apparent or occurs during or after the installation of the Goods and/or the performance of the Services. We reserve the right to stop or delay any installation of the Goods and/or performance of the Services, cancel the Contract, or alter the Price to take into account any additional work that, in Our reasonable opinion, shall be required to permit the installation of the Goods and/or performance of the Services. You shall be obliged to pay Our reasonable fees in respect of any delay or further visit to the Premises resulting from such defect(s).

5.9. We shall not be held accountable for any additional work that may be necessary and could not have reasonably been foreseen or discovered during the survey conducted at the time of contract execution.

5.10 If, on the day of installation, any factors beyond our control arise that prevent the installation, in particular, but not limited to such as changes in the weather that prevent the proper installation of the Goods or performance of the Services or the discovery of a feature of the Premises that prevents the proper installation of the Goods or performance of the Services, which was not previously known to the Installer or of which he was not informed, in such a situation, a new installation date, at the earliest

convenience, pre-agreed with the Client will be set. If such an installation involves additional costs that could not previously be determined, such costs will be submitted for approval by the Client, and only after their written approval the installation date will be set.

5.11 Unless we agree otherwise in writing, you are responsible for procuring, providing, and/or supplying any equipment required by us to install the Goods and/or provide the Services at your cost, including, but not limited to, lifting equipment and scaffolding.

5.12 If access to an adjacent property is necessary to complete the Contract, it is your responsibility to arrange such access. We may assume that such arrangements have been made unless you notify us otherwise.

5.13 We will not be held liable for any brick and block work, mortar, concrete, cement, plaster, tiling, lead flashings, floorings, specialist finishes, or any painting or decorating required by you as a result of the installation of the Goods and/or performance of the Services.

5.14 Window installation shall not commence unless the building has successfully undergone the requisite construction stages, including the completion of concrete screeds, cement screeds, and wall and ceiling plastering. This stipulation is deemed of paramount significance to guarantee optimal conditions conducive to the prevention of window moisture-related issues. Adherence to this prerequisite is essential for the successful execution of the installation process and the subsequent performance of the windows within the designated structure.

5.15 You agree to allow us to utilize your premises for the storage of material and equipment while work is being carried out. You also agree to provide standing space for a waste disposal skip when necessary. If your premises have mains water and electricity connected, you will grant us access to these supplies to complete the work.

5.16 If you fail to accept delivery of the Goods (excluding situations where it's our fault) and/or fail to allow us to perform the services by the specified Delivery/Installation Date(s), we reserve the right to:

(a) Store the Goods until delivery and charge you for the reasonable expenses, including transportation and insurance, incurred by us during storage. We may also charge you for all reasonable labor costs incurred by us, or

(b) Sell the Goods at the best available price, and after deducting all reasonable expenses incurred by us for storage and selling, account to you for the excess amount over the Price, or charge you for any shortfall below the Price.

5.17 We reserve the right to deliver the Goods (either under this Contract or any other contract) in any order and by any size of installment. However, we will try to deliver the Goods and perform the Services as close to each other's specified dates as possible.

5.18 The installation of the Goods will be carried out by the Installer which is our accredited installation sub-contractor. We assume full responsibility for the work of the Installer regarding installation of the Goods pursuant to the Contract.

5.19 Any faults must be identified and detailed in writing within no more than 72 hours from delivery/completed installation. We will have no liability for any faults that are identified after this time period has elapsed.



5.20 Additional ironmongery + fittings: If requested, we can supply you with additional window/door furniture, fittings and/or locks etc (which are not already included in the final quotation) these we will charge at our supplier's list price plus 15% + post & packing/delivery at cost price (if applicable). If you would like us to fit any of these items the labour charge would be quoted and agreed with you beforehand.

5.21 Please note that installation does not cover re-installing old internal architraves, mouldings and window boards (Please, note that in most cases the old internal architraves, mouldings or window boards cannot be used again with new windows/doors. The new internal architraves, mouldings and window boards are not included in the price for installation. If you require us to provide you with such, extra charges will follow.). We are not liable for re-installation of the existing shutters/blinds. We do not supply upstands for our skylight/glass roofs.

5.22 In case of collection only, we do not take any responsibility for goods damage as soon as they left our premises.

5.23 We can offer storage of goods, when requested for £100.00(VAT ex.) per week of storage.

## **6. SPECIFICATION**

6.1. The samples, brochures, photographs, and displays of the Goods and Services provided by the showroom are only a general guide, and the Goods and Services' disposition, shape, dimensions, materials, weights, manufacturing parameters, and other particulars are subject to minor changes to reflect improvements, modifications, or any alterations recommended after the survey by any of DM representatives. Such changes that do not significantly affect the Goods and/or Services' appearance or performance will not be considered as changes to the Contract specification. We reserve the right to correct any typographical, clerical, or other errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by Us without any liability, except when such correction fundamentally alters Your rights under the Contract to Your disadvantage. In such cases, You may cancel the Contract by giving written notice as soon as possible upon receiving notice of correction. If You cancel the Contract, any monies paid by You will be refunded (without interest), less a reasonable sum for any Goods ordered and/or provided and/or Services provided.

6.2. If You require the Goods and/or Services to comply with an exact specification, You must provide Us with such specification at the time of placing the Order. The quotation or Order will specify the quantity, description, and specification of Goods.

6.3 This Section outlines the following specifications that you acknowledge and agree to:

(a) All glass used must meet relevant regulations and standards. Disputes over imperfections or clarity will be governed by the standards and specifications set by the Glass and Glazing Federation. We are not responsible for minor imperfections or blemishes in the glass that occur during the manufacturing and processing process, as recognized by Glass and Glazing Federation standards.

(b) If products such as paint, metallic paint, aluminum, sealants, gaskets, glass, and plastic are used, there may be noticeable visual differences due to the varying properties of these materials. Over time, there may be changes in color and finish due to the effects of sun and weather. We are not liable for matching existing colors or products, or for natural variations in color and finish that appear over time. Minor marks, scratches, faults, and dents may also be evident.

(c) Timber is a natural product, and variation in the finished surface color and grain is inevitable. Changes in climate and room temperature can cause movement. We are not responsible for your

actions or omissions in maintaining timber products. We do not provide a guarantee for untreated timber, and any request from you to leave timber untreated or unfinished will be at your own risk.

(d) Pressings/trims cannot exceed 3000 millimeters in length. If pressings are required in areas that exceed 3000 millimeters in length, we reserve the right to determine the position of any pressing /trims connection.

(e) We do not provide any guarantee or warranty for the water or air tightness of any product that uses a flush track option with double brush seals.

(f) We do not provide any guarantee or warranty and will not be held liable for any horizontal or vertical sightlines that do not align, unless specified by You and agreed upon by Us in the Contract.

(g) If We are required to install Goods using fixing straps, any remedial work performed under guarantee does not include any repairs or modifications to any external rendering or internal plastering.

6.4. In certain installations as stated in the Contract, an expanding foam tape sealant method may be utilized. However, if this is not specified, We will use an alternative professional method for sealing. The utilization of expanding foam tape as a sealing method is intended as a general guideline only. Specific details regarding the Goods and Services may be subject to minor changes to improve and modify the installation or to align with the recommendations of Our Surveyor or Installation Engineer. Any changes made that do not significantly affect the appearance or performance of the Goods and/or Services will not be considered a modification to the Contract specification.

## **7. PRICE AND PAYMENT**

7.1 We reserve the right to increase the Price to cover any cost increases resulting from changes in the Goods and/or Services specifications requested by You (whether due to circumstances as described in clause 4 or otherwise), or delays caused by instructions from You or your failure to provide adequate information or instructions, or any default on your part. If We visit the Premises to perform a survey or install Goods and/or Services, but are unable to do so due to your failure to ensure that the Premises is ready for survey, installation or performance of Services at the agreed time, or if you fail to comply with the requirements set out in clauses 5.2 to 5.4, then You will be responsible for any reasonable additional costs incurred by Us. We also reserve the right to increase the Price to reflect any increases in prices charged by Our suppliers. In such cases, We will inform You of the increase, and You will have the right to cancel the Contract as per the provisions of clause 9.3.

7.2 The Price specified does not include the cost of removing hazardous materials, such as asbestos, which We may encounter during installation of the Goods and/or performance of the Services, and which We could not reasonably have been aware of at the time of quotation. In such cases, you must choose to engage Your own experts directly and You will be responsible for any costs incurred and we will be forced to reschedule the installation of the Goods until the site is ready to continue installation of the Goods.

7.3 Unless there is a written agreement stating otherwise, You must pay a deposit of 50% of supply of the Price after approving the quotation in accordance with clause 2.3. We are not obligated to conduct a survey until this deposit has been paid.

7.4 Upon receipt of your deposit, we will contact you and shall schedule the site survey with our surveyor, if you decide to proceed based on your dimensions. After the survey, we will provide you with updated Price together with a relevant quotation for the installation, if you decide to use services of the Installer. Once the updated Price and the quotation for the installation is accepted by you, in writing

and all the relevant documents are signed, we shall process your Order. Please be advised that your deposit shall be covered by InstallSure insurance.

7.5 You must pay the remaining 50% of the Price at least 7 Business Days before the scheduled collection/delivery/installation date. Otherwise, we will not be able to guarantee the date for you and the delivery/installation is very likely to be postponed.

7.6 We reserve the right to change standard payment terms for businesses at our discretion. If the Goods are being supplied but not installed by us, the full balance of the Price must be paid by You in cleared funds before delivery and installation.

7.7 Payment for the Goods can be made in cash, by debit card, credit card / card payments over the phone, (excluding Amex)] The installation payment needs to be settled in full directly to the Installer which is our sub-contractor – HandiCraft Windows Ltd 3 (three) Business Days prior to the scheduled installation date.

7.8 Our preferable method of payment is by bank transfer. Please see our bank details below:

- a. For DM Window Solutions Ltd, Barclays Bank, Sort Code: 20-96-89, Account No: 90561908;
- b. For HandiCraft Windows Ltd, Lloyds Bank Sort Code: 30-99-50 Account No: 32667760.

7.9 Please let us know that you have made a payment by using your name and a Reference Number from the quotation as a payment reference.

7.10 If you fail to make payment within the agreed time then, without prejudice to any other right or remedy available to us, we shall be entitled to take the following actions:

- (a) Cancel the Contract and/or suspend any further deliveries of the Goods to you or performance of the Services (whether under this Contract or any other contract with you).
- (b) Charge you daily interest on any outstanding sums at the rate of 5% per annum above the base rate of Barclays Bank plc from time to time until payment in full is made. In this regard, a part of a month shall be treated as a full month for the purpose of calculating interest.
- (c) Require payment in full of the Price before delivering any further Goods and/or resuming performance of the Services, irrespective of any other payment agreement.

7.11 You are not authorized to withhold more than a reasonable amount of payment due to us in a opinion of DM on the grounds of any minor defect you may allege.

7.12 Unless otherwise stated in writing, we will assume that you are either an end-user or an intermediary supplier and will therefore charge you the standard VAT rate. If you confirm in writing that you are not an end-user or intermediary supplier, we will apply reverse charge VAT.

## **8. WARRANTIES GUARANTEES AND LIABILITIES**

8.1 We guarantee that the Goods will comply with the specifications mentioned in the Contract, be of satisfactory quality and suitable for their intended use, and that the Services will be executed with reasonable expertise and care. In case the Services consist of installation, the installation will be completed appropriately in accordance with the Contract.

8.2. The warranty or guarantee given by Us for the Goods and/or Services is subject to the following conditions:



(a) We are not liable for any defects in the Goods and/or Services resulting from any drawing design or specification provided by You;

(b) We are not liable for any defect or fault arising from the installation of the Goods where only the Goods were supplied by Us but not installed by Us;

(c) We are not liable or responsible in any way for any structural defects existing in the Premises where the Goods and/or Services are to be delivered/performed, which were not apparent during the survey of the Premises and which may become evident as a result of installation of the Goods/performance of the Services;

(d) We are not liable for any defect affecting non-standard items supplied by Us that arises after the guarantee period provided by the relevant manufacturer of said non-standard items.

(e) The manufacturer's guarantees periods, if not agreed or indicated by Us otherwise in writing, are as follows:

Rot&Fungal Infection	30 years
Window structure	5 years
Hardware	3 years
Weatherseals	3 years
Glazing	3 years
Finishes	3 years

8.3. The company guarantees that it will repair or replace any defective part at its own cost, as long as the customer notifies the company of the defect in writing within the warranty period.

8.4. If any remedial work is required under the guarantee or warranty after the first 12 months from the delivery or installation date, the company will charge for labour at their standard rates, within the remaining warranty or guarantee period.

8.5. The company's guarantee or warranty does not cover glass breakage of any kind that occurs after installation, including any claims related to Nickel Sulphide inclusion.

8.6. We have an obligation to remedy any breach of the warranties mentioned above by either repairing or replacing any defective products included in the Goods and/or fixing any defects in connection with the Services. This obligation is subject to Our discretion, except where You are acting as a Consumer and claiming a refund for faulty goods within 30 days of delivery.

8.7. We shall not be held responsible for any defects, injury, loss, or damage that arise from your negligence, acts or omissions, lack of proper maintenance, improper use, accidents, unauthorized alterations, or faulty workmanship on the part of others (excluding our agents or employees). However, this provision does not intend to, nor shall it limit our liability in cases of death or personal injury caused by our own negligence.

8.8 We are not liable for structural alterations in windows, including swelling, paint peeling, or warping of shape, if the windows were installed in the building prior to the completion of concrete screeds, cement screeds, or the plastering of walls and ceilings. The client acknowledges that such structural changes may occur under these circumstances, and it is incumbent upon them to ensure that the installation environment meets the necessary prerequisites to mitigate the risk of adverse effects on the windows' integrity and performance.

8.9. Our liability for any delay or failure in performing our obligations related to the Goods and/or Services will be limited to the excess cost (if any) to you of acquiring similar goods or services in the cheapest available market compared to the Price of the Goods or Services. We shall not be held liable for any delay in performing our obligations related to the Goods and/or Services if such delay is caused by a delay on your part, by a third party, or due to adverse weather conditions. This clause does not limit our liability for any other claims or damages.

8.10. Unless stated in clause 8.14, if either party breaches the terms of this Contract, neither party shall be liable for any losses incurred by the other party, except for losses that are a predictable result of the breach.

8.11. We cannot guarantee that existing doors, windows, frames, or any other materials that are removed during the Contract performance will be undamaged or suitable for any other purpose. We will not be held responsible for any damage caused to these items. We will dispose of all replaced doors, windows, and frames unless You request in writing, at least two weeks before the Service's commencement, that we leave them on the Premises.

8.12. We will transfer to You the full benefits of any manufacturer's or supplier's warranty that is available in relation to the Goods and/or Services.

8.13. You shall be responsible for Our reasonable charges in connection with any inspection carried out by Us at Your request following the report of any alleged defect by You except in circumstances where We are liable under any warranty or guarantee given by Us.

8.14. Except where You are dealing as a Consumer, and subject to the other provisions of these Conditions, We shall not be liable for any direct, indirect, or consequential loss (including without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill, and similar loss), costs, damages, charges, or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or performance of the Services (even if caused by Our negligence). Nor shall any delay entitle You to terminate or rescind the Contract unless such delay exceeds 120 days or such other reasonable period of time as may be notified by Us to You in writing.

8.15. In cases where We provide Services or install Goods, and the manufacturer's guarantee is not applicable, We will offer a one-year guarantee on the parts and/or items that were replaced or installed. We shall not be responsible for any other parts or items that may be affected by the installation or replacement of the parts or items replaced or installed. Payment for any Services or Goods that are not covered by the warranty must be made in full before any work can begin.

8.16. If (within the guarantee period provided by Us) You notify Us immediately when any noticeable defect or difficulty in the operation of any Good(s) We have installed becomes apparent We may at Our discretion arrange to make minor adjustment(s) to improve or correct any movement which has occurred to ensure that the Good(s) operate correctly. We shall not be liable for any damage caused by Your delay in notifying Us of the defect or Your continued use of the said Good(s) before We make any such alteration or adjustment.

8.17. If a warranty or guarantee issue arises, we will not be responsible for any work that needs to be done on your property to complete the warranty or guarantee work. You must ensure that safe and clear access to the area where the warranty or guarantee work is required is provided prior to scheduling the work.

8.18. If the area where the warranty or guarantee issue arises is not properly prepared by you on the agreed date when we attend the site, you will have to pay us an abortive fee of £500 (VAT excluded). Once we receive confirmation from you that the area has been properly prepared, we will agree with you on a mutually convenient revised completion date(s) for the warranty or guarantee work. The abortive fee must be paid in full before the revised completion date(s).

8.19. Unless we agree in writing otherwise, you will be responsible for sourcing, supplying, and/or providing any equipment needed by us to complete the warranty or guarantee work and/or provide the services at your own expense, including but not limited to lifting equipment and scaffolding.

8.20. We will not be responsible for any brick and block work, mortar, concrete, cement, plaster, tiling, lead flashings, flooring, specialist finishes, or any painting or decorating needed by you as a result of any warranty or guarantee work and/or provision of services.

8.21. We will not be responsible for any warranty work where the goods have not been maintained in accordance with reasonable industry guidelines and standards or with our instructions. If you need specific guidance on maintaining your goods, you can request this information from our company.

8.22. You can request written details of the company's warranty and guarantee.

## **9. CANCELLATION**

9.1. We have the right to cancel the Contract without any liability if any surveyor's report is unsatisfactory, or if any approvals or consents referred to in clause 4 are refused, or if conditions are applied that require changes to the Contract specification, or if we receive unsatisfactory credit references or credit is refused. If we cancel, we will refund any monies paid by you (without interest) except for the reasonable sum for any Goods ordered or provided, any Services provided, and costs incurred by us.

9.2. The usual 14-day "cooling off" period that applies to contracts concluded away from our premises will not apply to this Contract because the Goods are bespoke and made wholly to your order.

9.3. If you wish to cancel the Contract in the circumstances set out in clause 7.2, you must inform us in writing before any additional works are carried out and as soon as possible. We recommend sending any cancellation notice by e-mail to: [sales@dmwindowsolutions.co.uk](mailto:sales@dmwindowsolutions.co.uk). We will refund any monies paid by you (without interest) except for the reasonable sum for any Goods ordered or provided, any Services provided, and costs incurred by us.

9.4. We have the right to cancel the Contract or suspend any further deliveries or performance under the Contract without any liability to you if you make any voluntary arrangement with your creditors, become subject to an administration order, become bankrupt or go into liquidation, or if an encumbrancer takes possession or a receiver is appointed of any of your property or assets. If we cancel, the Price for any delivered but unpaid goods will become immediately due and payable, and if goods and materials are in transit, we can stop those goods and materials.

9.5. You cannot cancel the Contract unless we agree in writing and upon terms that you pay us in full for any loss (including loss of profits), costs (including the cost of any labour or materials), damages, charges, and expenses incurred by us, except as provided in clause 9.1. If we cancel the Contract otherwise than provided in this Contract, we must pay you any foreseeable losses or costs you suffer because of the cancellation.

## **10. FENSA**

If you decide to use installation with the Installer, you can expect to receive the FENSA Certificate for your Goods as we are a registered FENSA member. Please note FENSA can be issued only for straight forward replacement.

## **11. CHAS ACCREDITATION**

DM Window Solutions has CHAS accreditation which means that our company's health and safety processes meet excellent standards.

## **12. PROMOTIONS**

12.1 We may offer You some promotions for the Goods and/or Services, but we are not obliged to do so. Any promotion made available by Us may have restrictions such as limited time, location, quantity or any other matter as we decide.

12.2 We reserve the right to change or cancel any promotion at any time without notice to You and without liability to You.

## **13. TITLE AND RISK**

13.1. Upon delivery of the Goods, you shall assume responsibility for them. In case of delayed delivery, our responsibility, except for damage resulting from our negligence, shall cease on the date agreed for delivery as stated in the Contract.

13.2. Despite the delivery and transfer of risk in the Goods or any other provision of these Conditions, ownership of the Goods shall not pass to you until we receive full payment in cleared funds of the Price and the price of all other goods that we agreed to sell to you for which payment is then due.

13.3. Until ownership of the Goods passes to you, we may require you to return the Goods to us at any time.

## **14. INSURANCE**

We have a public liability insurance policy with cover of up to £5,000,000. A copy of our insurance policy is available on request.

## **15. FORCEMAJEUR**

Neither of us shall be liable for any delay or failure to perform due to any events beyond our reasonable control, including but not limited to acts of God, war, strikes, lock-outs, industrial action, fire, flood, drought, tempest, or any other event. Such delay or failure shall not constitute a breach of this Contract, and the time for the affected obligations' performance will be extended for a reasonable period.

## **16. PUBLICITY**

Unless you specifically request us not to, we may use photographs of your windows/ doors bought with us, of your property in connection with our products, services, etc. in advertising literature including brochures and our website. Your name, your address and/or any personal details will not be divulged to anyone without your prior consent.

## **17. GENERAL**

17.1. Receipt of payment or communication from anyone other than You in relation to the Goods or Services or the Contract will not create a separate or collateral contract, nor will it modify the Contract or these Conditions.

17.2. We can perform any of Our obligations or exercise any of Our rights under this Contract ourselves or through an approved third party (including Our employees, agents, and subcontractors), and any act or omission by such third party will be deemed Our own.

17.3. Data Protection legislation requires Us to inform You that We hold any personal information voluntarily submitted by You for delivery of Goods and/or Services on Our database(s). Unless requested otherwise, We will process Your personal information in accordance with Our Privacy Policy available upon request.

17.4. The headings in the Conditions are for convenience only and do not affect their interpretation.

17.5. Each clause in these Conditions operates separately. If any court or relevant authority deems any clause unlawful, the remaining clauses will remain in full force and effect.

17.6. Any notice given under this Contract must be in writing and delivered by e-mail to: [sales@dmwindowsolutions.co.uk](mailto:sales@dmwindowsolutions.co.uk).

17.7. Except as otherwise provided, nothing in this Contract gives any third party the right to enforce any of its terms.

17.8. Our waiver of any breach of this Contract by You shall not be considered a waiver of any subsequent breach of the same or any other provision.

17.9. Our failure to exercise any power granted to Us or to insist upon strict compliance with any obligation under this Contract, or any custom or practice to the contrary, shall not constitute a waiver of any of Our rights under this Contract.

17.10. This Contract shall be governed by English law, and You may bring legal proceedings in the English courts in respect of the Goods. If You reside in Scotland, You may bring legal proceedings in either the Scottish or English courts, and if You reside in Northern Ireland, You may bring legal proceedings in either the Northern Irish or English courts in respect of the Goods.