

# Terms and conditions

## 1. DEFINITIONS AND INTERPRETATIONS

1.1. In these Terms and Conditions ("Conditions") the following words have the following meanings:

"EXPRESS WINDOWS, us, we, our" means Express Windows Group Ltd ("EXPRESS WINDOWS"), a company registered in England and Wales with company number 11536844 whose registered address is Goldwins Limited 75 Maygrove Road, West Hampstead, London, United Kingdom, NW6 2EG

"Customer, you" means any person, firm or company who has agreed to purchase the Products and/or Installation Services and whose name and address appear on the Purchase Order;

"Products means any Products, articles or things supplied to the Customer under these Conditions;

"Installation Services" means the survey, measuring, installation, and any other services to be provided to the Customer under this Conditions which shall be carried out by a recommended installer that EXPRESS WINDOWS appoint;

"Purchase Order" means the document (either paper or electronic) entered into between EXPRESS WINDOWS and the Customer to order Products and/or Installation Services and which incorporates these Conditions;

"Location" means the Location where the Products and/or Installation Services will be supplied and/or carried out;

"Price" has the meaning attributed to it at condition 3.1;

## 2. ORDERS

2.1. If required, a representative of EXPRESS WINDOWS will attend the Location to do a survey and provide an estimate of the timescale, cost and necessary procedures based on your requirements.

2.2. We shall set out details of your requirements for purchase and or installation including, the quantity, quality and description of, and/or any specification for the Products in the Purchase Order.

2.3. The measurements taken by our representative may not be completely accurate in which case the Purchase Order may not reflect the specification for the Products that are ultimately required. All measurements taken by the representative are subject to our final confirmation. If the measurements change and there is an increase on the Price, please see clause 2.11 will apply.

2.4. Tolerances need to be allowed when forming apertures for the Products which we can make available to you on request. We will not be liable for any incorrect apertures. If the apertures are not correct, condition 4.8 will apply.

2.5. By completing and accepting the Purchase Order and paying a Deposit (any and as defined in clause 3), we will review your order. We reserve the right to reject any Purchase Order before processing your payment. If we have processed your payment but are unable to fulfil your order for whatever reason, we shall notify you as soon as practicable and refund your Deposit and we shall have no further liability to you.

2.6. Each Purchase Order, if accepted by us, constitutes a separate, severable contract.

2.7. Once you complete the Purchase Order and payment of the Deposit has been received in cleared funds, we will arrange for delivery and or Installation of the Products.

2.9. If you wish to cancel your order and receive a refund of your Deposit you must notify us before we place an order for the Product and/or modify any Product for you.

2.10. Once we have ordered the Products or modified the Products you will not be entitled to a refund unless the Products are faulty or damaged and it is the case that you did not damage or cause or contribute to the fault or damage in which case no refund will be given.

2.11. If it becomes apparent that there are elements of the Installation Services or delivery of the Products that were not identified at the time of the original estimation, or we identify problems with the structure, dimensions, access to the Location or other technical problems, or if the proposed works are contrary to Building Regulations and/or other relevant legislation or in the event that our measurements differ from those of our original estimation which results in the requirement to increase the Price, then we may, at our option:

2.11.1. quote a price for any additional work required to enable us to carry out the proposed installation work and issue you with a variation form to sign, without obligation on your part; or

2.11.2. give you notice to terminate the Purchase Order.

2.12. If you decline any revised quotation supplied in accordance with condition 2.11.1 or fail to accept it within two (2) weeks, we may terminate the Purchase Order by sending you written notice and refunding your deposit and we shall have no further liability to you.

2.13. If you wish to alter any of the details on the Purchase Order, you must give us written notice immediately and in any event before we place an order for the Products or modify the Products for you. Please note that if we have already placed an order for the Products and you want to alter your order, we reserve the right to charge you the full price for the Products ordered before you requested a change. We also reserve the right to charge you a fee for the modifications to the order once it has been placed and signed or confirmed.

2.14. We reserve the right to make changes to the Purchase Order and any Installation Services from time to time in order to comply with any law, regulation or health and safety measure or

manufacturing requirement as we deem appropriate provided that any such change does not have material adverse effect on the Products or the Installation Services.

### **3.PRICE AND PAYMENT**

3.1. The price of the Products and/or Installation Services ("Price") will be that set out in the Purchase Order and will not include VAT or any other government duty or tax (including customs and sales taxes) as applicable which shall be separately chargeable (if applicable) unless expressly set out in the Purchase Order. The Price shall be payable in three stages as follows:

3.1.1. a deposit of 50% of the Price is payable when you complete and accept the Purchase Order ("Deposit"). If the Price is increased in accordance with condition 2.12.1 the uplift of the Deposit shall become immediately payable; 3.1.2. the balance shall be payable to us before us dispatching the Products for Delivery of if you have purchased Installation Services, prior to installation.

3.2. Unless payment of the Price is received under conditions 3.1.1 and 3.1.2 above we shall not be obliged to deliver or install any of the Products.

3.3. We reserve the right to add interest at the rate of 4% above the Bank of England base rate calculated daily on any sum outstanding following its due date.

3.4. If we have not received payment of any undisputed sums by the due dates as set out in condition 3.1 above, then we shall notify you by letter, email or telephone that payment is overdue and request that payment is made within seven (7) calendar days of receipt of such notification of non-payment. If you do not pay the outstanding sums within such seven (7) calendar day period, then we shall contact you a second time by letter, email or telephone informing you of non-payment and requesting payment within seven (7) calendar days of receipt of such second notification. If payment has still not been received by us in cleared funds after the expiry of such seven (7) day notice period, then we shall contact you, by email or telephone, to advise of non-payment and to advise that unless payment is made by electronic transfer or direct debit transfer to us within forty-eight (48) hours from the time of such email or telephone call we reserve the right to pass your indebtedness to a third party debt recovery agency.

3.5. We shall be entitled in our sole discretion to withhold or delay acceptance and delivery of Purchase Orders and/or performance of outstanding Installation Services until payment in full by the Customer of any overdue monies.

3.6. Late payment will result in loss of the Guarantee.

#### **4.DELIVERY AND INSTALLATION**

4.1. All delivery and/or installation dates are estimates only and time shall not be of the essence for delivery of the Products and carrying out Installation Services and any delay shall not constitute grounds for discounts on price, termination or cancellation of the Purchase Order or these Conditions. If your Purchase Order contains 'non-standard' materials and/or delivery specifications the installation dates are more likely to change. We recommend that you take delivery of your Products before confirming/booking any third-party suppliers who may be undertaking additional/supplementary work at the Location. For the benefit of the doubt, we will not be liable for any losses you incur as a result of any change to a delivery/installation date.

4.2. Where we estimate a delivery and/or installation date(s) in advance, we will make reasonable efforts to deliver and/or install at that time. If we need to change the proposed delivery and/or installation date we will contact you in advance but we reserve the right to change the installation date at any time on notice and we will not be liable for any costs or damages if the time agreed has to be rearranged.

4.3. We shall have the right to cancel or delay delivery if we are prevented from or delayed in manufacturing or delivering the Products and/or Installation Services by normal route or means of delivery through any circumstances beyond our control.

4.4. If you wish to change the installation date, you must give us at least 14 days' prior written notice, otherwise a rearrangement fee of up to £360 may apply.

4.5. You must give us uninterrupted and free access to the Location and any neighboring properties to which we may require access to enable us to deliver and/or install the Products and provide suitable parking arrangements as close to the Location as reasonably practicable to allow safe delivery and/or installation. EXPRESS WINDOWS are not responsible for any paintworks that are needed after installation is complete.

4.6. You are solely responsible for ensuring that the supply and installation of the Products comply with council regulation, Government direction, local or other authority, and that you have lawfully obtained every necessary licence, permit, or authority required in connection with these Conditions. If you do not have the necessary permits, licences, and consents, we may terminate the Purchase Order immediately. We will ensure Products comply with current Building Regulations. We are not responsible if the correct permits, licences or consents are not in place before or after the provision of the Installation Services.

4.7. If a third party contractor instructed by you has carried out work that affects us carrying out Installation Services we reserve the right to immediately leave the Location and rearrange an

installation date at our convenience only when the Location is safe or we have made any necessary alterations to the Products We reserve the right to charge a rearrangement fee.

4.8. If you refuse or fail to take delivery of the Products tendered in accordance with these Conditions, delivery shall nevertheless be deemed to have taken place for the purposes of EXPRESS WINDOWS's rights of payment and EXPRESS WINDOWS shall be ownership to store the Products at the Customer's risk and expense, including all transportation charges.

## **5.RISK AND OWNERSHIP OF THE PRODUCTS**

5.1. Only once you have paid us the Price and all monies due under these Conditions will ownership to the Products pass to you. Risk in the Products will pass to you after the Products have been delivered by us and the Customer shall ensure that the Products are immediately fully covered by an insurance policy from a reputable insurer against all insurable risks. If the Products are destroyed by an insured risk before the Products and/or Installation Services being paid for by the Customer, Customer shall claim and pay EXPRESS WINDOWS the proceeds of the insurance claim.

5.2. At any time before ownership to the Products passes to you, we may require you to deliver up the Products or may enter the Location to recover the Products and/or to remove any of our materials. Allowing us to remove existing products may not allow us to reinstate to original condition.

5.3. EXPRESS WINDOWS will work with your materials at the owner's own risk. Guarantees offered do not extend to the customer's existing materials and exclude any faults or subsequent costs to any part of the order incurred because of the customer's materials.

## **6.GUARANTEES**

6.1. Once you have paid the Price and all other monies (if any) due pursuant to these Conditions, you will be the legal owner of the Products subject to this Condition and shall benefit from the CERTASS ("Guarantee") in respect of certain Products including a 10-year guarantee and insurance policy depending on the exact product. Please contact us for more details. We reserve the right to charge you for any work requested to be carried out which falls outside of the Guarantee.

## **7.ADDITIONAL WORK**

7.1. Unless otherwise stated in writing, you are responsible for the removal and replacement of curtains, blinds, pelmets, the lifting and refitting of carpets, and the repositioning of telephone or burglar alarm fittings to enable the Products to be installed.

7.2. The Price does not include repair or replacement of any rotten timber, defective lintels, hidden lintels, hidden services, or hazardous materials such as asbestos found during the course of carrying out the Installation Services.

7.3 The Price does not include us moving and fixtures, services, or fittings which are ancillary to the basic structure of the Location. You agree to remove all obstructions before we commence the Installation Services.

7.4 If you instruct us to remove and/or re-erect blinds or curtains, we will take reasonable care when doing this but any such works are taken at your risk and we shall not be responsible for the operation or condition of the blinds and/ or curtains once fitted and/or stored.

7.5. Existing doors, windows, and frames being replaced will be cleared from the Location unless you ask our surveyor otherwise on his initial visit, we do not guarantee that we can remove these so that they may be re-used elsewhere.

7.6. If you request Products to be produced outside manufacturers' guarantee requirements, your order or survey report will be marked as such and no guarantee will be available to such product.

7.7. You will clear and ensure we have safe access to all areas to enable us to carry out the Installation Services.

7.8. You will ensure we have free access to water and power when requested by us.

## **8.WARRANTIES AND LIABILITY**

8.1. We warrant that the Products will correspond with their specification in the Purchase Order at the time of delivery and will be free from defects in material and workmanship.

8.2 We shall not be liable to you for an defect in the Products and/or Installation Services arising from any design, drawing or specification provided to us, by you.

8.3 We shall have no liability to you for any defaults or faults In the Products caused by wilful damage, abnormal working or storage conditions, failure to follow our instructions, mis-use, alteration or repair of the Products and/or Installation Services, with our prior approval. We shall further have no liability for you for improper maintenance of the Products or negligence on your part.

8.2. We warrant that all personnel and sub-contractors that we appoint to carry out the Installation Services are adequately skilled and experienced for the activities they are required to perform and they will perform the Installation Services with reasonable care and skill.

8.3. No warranty whatsoever is given by us as to the degree if any, of soundproofing and we shall in no circumstances be liable in respect thereof.

8.4. No warranty whatsoever is given by us as to the elimination of condensation, mold, and damp and we shall in no circumstances be liable in respect thereof.

8.5. Except as expressly provided in these Conditions, all warranties, conditions, or other terms implied by statute, trade, custom, or common law including warranties or conditions as to quality, description, or fitness for purpose are excluded to the fullest extent permitted by law.

8.6. We shall not under any circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with these Conditions.

8.7. Our total aggregate liability to you for any claims, liabilities or expenses in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, arising in connection with the performance or contemplated performance of any Purchase Order to which these Conditions relate shall be limited to the maximum amount of 100% of the Price paid by you for the Products and/or Installation Services giving rise to the claim.

8.8. Nothing in these Conditions shall be deemed to exclude or limit EXPRESS WINDOWS' liability in respect of (a) death or personal injury arising as a result of EXPRESS WINDOWS's negligence; (b) fraud or fraudulent misrepresentation; or (c) otherwise to the extent that such exclusion or limitation is not permitted by applicable law.

8.9. Where any valid claim in respect of any of the Products and/or the Installation Services which is based on a defect in the quality or condition of the Products and/or Installation Services or their failure to meet specifications is notified to us in accordance with these Conditions, we shall, at our sole discretion, replace the Products (or the part in question) and remedy the Installation Services free of charge or refund you with the relevant proportionate part of the Price but we shall have no further liability to you.

8.10. Notwithstanding anything contrary herein, the measurement of damages arising out of or in respect of these Conditions shall be the replacement cost and not retail or open market value.

## **9. THIRD PARTY AUTHORISATION**

9.1. It may be the case that when we, our employees, agents, or representatives (including any surveyors or installers we may appoint) visit the Location, we or they do not communicate directly with you but instead liaise with a third party individual who is carrying out work on your behalf, for example, a builder. In this event, any such third party will be considered as your agent. If your agent takes delivery of the Products, this will be equivalent to you taking delivery. Any instructions we take from your agent on Location will be deemed to be your instructions and anything agreed with that agent will be binding on you as if you had done so yourself.

## **10. GENERAL PROVISIONS**

10.1. These Conditions shall be governed by and construed in accordance with English law and any dispute hereunder shall be subject to determination by the English Courts.

10.3. For the purposes of these Conditions time shall only be of the essence for the purpose of Condition 3.

10.4. The terms and conditions set out in these Conditions constitute the entire agreement and understanding between EXPRESS WINDOWS and Customer and supersede all prior agreements and understandings concerning the subject matter of these Conditions, whether written or oral. Each of EXPRESS WINDOWS and Customer acknowledges that in entering into these Conditions it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently but excluding fraudulent misrepresentations) that is not expressly set out in these Conditions. To the extent of any conflict concerning the subject matter of these Conditions, these Conditions shall take precedence over any other agreement, whether written or oral.

10.5. If any term or condition herein is declared invalid, unenforceable, or illegal by law or by the courts of any jurisdiction to which these Conditions are subject, such term or condition shall be severed and such invalidity, unenforceability, or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining terms and conditions of these terms and conditions. Whenever possible each provision of these Conditions shall be interpreted in a manner to be valid, enforceable, and legal under applicable law but if any provision is found to be invalid, unenforceable, or illegal such provision shall be ineffective only to the extent of such invalidity, unenforceability or illegality without invalidating the remainder of such provision or the remaining provisions of these Conditions. Any ineffective provision shall be replaced with an effective and enforceable provision (or part-provision) that most nearly conveys the intent of the parties in entering into the ineffective provision (or part-provision).

10.6. In entering into these Conditions and performing the obligations hereunder, each party shall act as an independent contractor. Nothing in these terms and conditions shall create any relationship of agent and principal, partnership, or employer and employee between the parties or between one of the parties and the other party's personnel, agents, employees, or subcontractors.

10.7. Except for EXPRESS WINDOWS affiliates who are intended to benefit from the indemnities under these Conditions, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Conditions.

10.8. If applicable, these Conditions shall not be construed as to affect your statutory rights as a non-commercial consumer as defined by the Unfair Contract Terms Act 1977.

10.9. No variation to these Conditions or the Purchase Order shall be binding unless agreed in writing by our authorised representative.

## **11. RIGHTS TO IMAGES**

11.1. You permit us, free of any charge or fee, the right to produce and use images ("Images") of your installation and grant us a licence to use and reproduce the Images (including on our website, social media, and other online pages and Locations that mention or promote us) in perpetuity.

## **12. DISCLAIMERS**

12.1. For work under Building Regulations, the Customer accepts all liability and responsibility.

12.2. 'No Trickle Ventilators' - When trickle ventilators are currently present they should be replaced in new products, which you have, at your risk, requested us not to do.

12.3. Fire escapes are required, which will not be provided in this instance. At your own risk, you are aware, accept this, and will provide an alternative acceptable fire escape route.

12.4. 'No Window Restrictor' - EXPRESS WINDOWS recommends safety window restrictors to open windows below 800mm from floor level. Whilst we have recommended a restrictor here, you have declined.

12.5. Window energy ratings are based upon product ratings set by our suppliers. When ordering products, variations to profile and hardware may affect ratings, which we are unable to guarantee against or offer individual tests for. Ratings are for guidance only.

12.6. Glass units are raw material and they go through many processes. Glass units are manmade and may have minor imperfections within (e.g. scratches, blemishes, or flaws). We will only replace damaged units that fall outside of the Glass and Glazing Federation's (GGF) industry set standards.