



## Terms and Conditions

The Company is Easyfit Window Warehouse Ltd. and any of its subsidiaries, agents or employees.

The customer is any person, company, firm, proprietor, subsidiary, agent or employee, who places an order with the Company.

The Company is Easyfit Window Warehouse Ltd. and any of its subsidiaries, agents or employees.

The customer is any person, company, firm, proprietor, subsidiary, agent or employee, who places an order with the Company.

Orders are only accepted on the Company's Terms and Conditions. Any order accepted for manufacture will be deemed to be on the Company's Terms & Conditions even though the customer has not read or understood them.

The Company will not carry out surveys. It is the customer's responsibility to provide accurate dimensions and instructions for manufacture. Once an order has been accepted, customers can not cancel their order. All windows, doors and conservatories are manufactured to the purchaser's specific requirements and are not stock items.

The Company will be under no liability whatsoever in respect of any advice given or views expressed whether or not such advice is given or views expressed at the customer's request. Any advice made by the Company for the installation of the goods is made in good faith and the Company shall accept no responsibility for any such advice. It is the customer's responsibility to ensure that the goods supplied are suitable for the purpose for which they will be used.

The Company will not accept responsibility for any errors, misinterpretation or omissions on orders accepted for manufacture, excepting if the order has not been produced to the customers written instructions or dimensions. Dimensions input by the customer will be deemed to have been checked for accuracy by the customer and the Company will not accept responsibility for errors or omissions.

The Company will not accept responsibility for losses or consequential damages due to wrongful, short or non-delivery of goods ordered or supplied. The Company will supply only the goods specified on the order. It is the customer's responsibility to check all goods supplied for completeness and correctness in dimensions and design, before installing products supplied by the Company.

The Company will be under no liability whatsoever in respect of any cost related to products being replaced under our guarantee. Replaced products will be delivered to the original site address and defective products may be required to be returned for inspection. The Company will accept no responsibility whatsoever in respect of any cost related to fitting any products being replaced under our guarantee and The Company will also not carry out any replacement fitting.

Lead-time for the manufacture of Window and Door orders is 7-10 working days from receipt of your order with all details confirmed. If items require confirmation, the lead-time starts from the time customers have confirmed all details required. The Company will not process any order that has incomplete information. For Conservatories, Patio Doors, Bi-Folding Doors and Decorative glass 14 working days is required from the time of order confirmation. Delivery will only be scheduled once manufacture is completed. Any time or date specified by the Company for delivery or supply of goods is given in good faith and is given and intended as an estimate only and the Company will not be responsible for any loss, damage or expense, however arising, from delay in delivery.

**The Company will give no guarantee of delivery time or date.**

N.B. The lead-time does not start from the time you request a quotation. Please do not ask for your order to be squeezed in as this only causes other customers' orders to be delayed and causes problems for our production schedules.

Samples of our products are readily available at our works. These samples show a typical window and its construction. Ironmongery and fittings shown on brochures are for illustration purposes only and may vary from those supplied. The Company reserves the right to change specifications and or fixtures and fittings of all products supplied or used to fulfil any order, without giving prior notice of such changes to the customer.

The Company shall not be liable for any shortages, loss or damage to goods supplied, unless notified immediately upon delivery. The customer shall take all responsibility for checking off all items delivered and once signed for the goods will be deemed to be complete and undamaged. Later claims will not be entertained.

Unless you state otherwise, the Company's standard dimensions will be used for transom drops, mullion widths and mid-rail heights all of which are measured from outer frame to centre line of transom, mullion or mid-rail.

Measurements of goods supplied are nominal in accordance with normal trade usage and the Company shall not be liable for minor variations resulting from manufacturing processes or from cutting of goods to size.

## **Delivery**

Delivery will normally be in our own vehicles using a one man delivery service and we will only deliver to ground floor locations.

The nature of the goods are not normally carried by transport contractors and couriers, they do not like carrying glass or large items like Patio or French doors.

We deliver to the nearest point to the vehicle and do not carry the goods to your ultimate storage area.

We are only able to deliver to addresses within the United Kingdom and it might not be possible for us to deliver to some locations.

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Any changes to your delivery address after your order has been processed for despatch may result in additional administrative charges. We will not accept our driver being directed to another delivery address under any circumstances.

When a delivery date has been arranged please ensure that an able bodied and fit person is available at your address to accept the delivery, some of our goods can be very heavy. Should our delivery driver arrive and there is no one available to accept delivery, unfortunately you will incur a second delivery charge. Please ensure that someone is available to accept the delivery

**N.B. For offshore and overseas deliveries, we charge for delivery to the U.K. based Shipping Company, you pay the shipper for his delivery charges to you.**

## **Property in goods and risk**

Until payment for the invoiced goods has been made, the Company shall remain owner of the goods and the customer shall hold the goods as agent on behalf of the Company until the customer has paid the Company the invoice price in full. Any goods held in storage that have not been paid for must be insured at all times and the customer shall indemnify the Company for the value of such goods. At all times the customer shall store such unpaid goods separately and shall separately identify them. The Company may at all times seek the return of such goods until the invoice price is paid in full. The customer hereby grants the Company a right of entry onto the land and premises of the customer for the recovery of such goods. The Company shall be entitled to use all reasonable means to affect recovery. The customer is not permitted to sell the goods or install them in the customer's own property or any property not belonging to the customer until the invoice price has been paid in full. Nothing in these Terms & Conditions shall give the customer any right to sell goods for which the invoice price has not been paid in full.

## **Industry Standards**

It is standard industry practice to indicate the arrowhead as the hinge side, to draw all windows as viewed from outside and to provide internal frame width dimensions for all bays, bow windows, porches and conservatories. All dimensions should be in Metric. The Company will not accept responsibility for errors converting Imperial to Metric dimensions or if the standard industry practice is not complied with.

The standard dimensions are: -

- Transom drop 375mm
- Mullion width 600mm
- Door mid-rail height 850mm

## **Reinforcement**

All frames are reinforced to the following standard EasyFit Window Warehouse Ltd. Specification. i.e.

Window outer frames, transoms and mullions in excess of 2000mm. Window sash in excess of 1150mm. All Doorframe and Door sash vertical members.

All bay poles and corner posts are fully reinforced. Wood grain and wood grain on white products are fully reinforced. Fully reinforced white frames are available on request.

Reinforcement is with galvanised steel in frames and aluminium in bay posts. (This may vary dependant on supplies).

PLEASE NOTE. Reinforcement in frames does not imply that they are suitable for load bearing and should never be used as such. Separate support should be provided to carry any brickwork or other imposed loads.

## **Guarantee**

The Companies liability will not exceed the value of the defective goods. The Company will, at its option, replace or repair any goods, which are, or become defective by reason of faulty material or workmanship on the following basis:

1. uPVC extrusion, which are or become defective within 10 years of delivery by the Company to the customer.
2. Fittings and ironmongery, which are or become defective within 1 year of delivery by the Company to the customer.
3. Double-glazed sealed units, which are or become defective within 10 years of delivery by the Company to the customer and glazed into uPVC frames but does not cover runs, cracks, shells or scratches unless notified of such defects immediately upon delivery. (This does not apply to polycarbonate roof sheets.) Glazing installation must be carried out in accordance with the glazing instructions displayed on the website:- [www.easyfitwindow.com](http://www.easyfitwindow.com) failure to glaze in accordance with the instructions may void your guarantee.

This guarantee is not transferable and is null and void if all payments due to the Company are not made in full at the agreed time.

## Legal notice

Upon visiting our website you are required to accept these terms and conditions in return for receiving information about our company, services and any other business information supplied.

## Conditions of use

- No liability is accepted for third party websites linked to or from or accessible through our website nor do we approve or endorse the contents of any such sites.
- The entire contents of our website are copyright with all rights reserved and remain our property.
- In the event of a dispute arising from the use or contents of we EasyFit Window Warehouse Ltd and you the user, agree to exclusively accept the jurisdiction of the courts of England and Wales.
- Information supplied in our web pages has been prepared with care and is accurate to the best of our knowledge, this information being honest, decent and legal from the date of creation. You agree that information or material accessed or downloaded through our web pages for personal or private use is done so entirely at your own risk and that you accept responsibility for any damage to hardware or software or data loss even if we are aware of the possibilities of such damage.
- Information supplied on our web pages is for guidance only and does not in any part form a contract and may be subject to change without notice. Reasonable effort is made to ensure we provide accurate and current information on our web pages. We are not liable for any incidental, consequential, cumulative, direct or indirect loses or damages from the use or misuse or inability to use, including omissions and misrepresentations and any errors on our web pages.
- You may download or print selections of this web site if only used for your personal information and not for reproduction. Except where stated the text, graphics and information of the web site are the copyright of EasyFit Window Warehouse Ltd. Copying and storage of this website for permanent use or incorporation and reproduction whether for new media or paper use is strictly prohibited.