

Terms & Conditions

PURCHASE AGREEMENT

for 'Supply Only' and for 'Supply and Installation' orders

1. DEFINITIONS

- a) **"Company" or "Shard"** means Shard Installations Ltd trading as Shard Renovations, Tilers Rest, Manor Road, Dengie, Southminster, Essex CM0 7UG.
- b) **"Premises"** means the delivery address provided by the Purchaser in writing at the time of order.
- c) **"Product" or "Products"** means those items detailed in the Quote, if applicable, as varied by a VOC.
- d) **"Purchase Agreement" or "Agreement"** means this contract for purchase of the Product entered into by the Purchaser and the Company following the acceptance of the Quote. These terms and conditions, together with the Quote and any VOC, form the Purchase Agreement.
- e) **"Purchaser"** means you as the purchaser of the Product and/or services.
- f) **"Quote"** means the written quotation including details of the required works provided by the Company to the Purchaser as attached hereto and as signed by the Purchaser.
- g) **"VOC"** means any variation to the Quote and to this Agreement, which must be in writing and signed by both parties.

2. PRODUCT PURCHASE:

The Company agrees to supply the Products and, if applicable, provide the installation services, in consideration for payment of the fee set out in the Quote, as varied by any VOC. For the avoidance of doubt, if the Purchaser does not sign and return any proposed VOC within thirty (30) days, the Company shall have the right to terminate the Agreement by written notice and in the event of such termination, the Company shall refund any deposit already received (less the survey fee).

3. ILLUSTRATIONS:

Any illustration(s) in the Company's promotional literature and documentation are for the Purchaser's guidance and information only and will not be to scale. Colours may differ from such illustrations due to variations in printing processes.

4. SURVEY – FOR SUPPLY-ONLY ORDERS

- a) A survey may be provided on request for Products purchased hereunder on a "price on application" basis.
- b) In the event of any such survey being undertaken, the Purchaser agrees to accept the reasonable terms of the resulting survey report.
- c) If no survey is required and/or undertaken, the Purchaser shall be solely



responsible for providing fully accurate dimensions in relation to the Product and/or installation.

d) This Purchase Agreement is conditional upon the Company's approval of the Quote or VOC following inspection.

e) The Company reserves the right to make minor modifications to the Quote as the Company deems reasonably necessary.

f) It is the Purchaser's responsibility to apply for and to obtain Building Regulations approval in supply only contracts. The Company recommends that such approval is obtained before the Purchaser enters into this agreement, as the Purchaser shall remain liable to pay for any goods manufactured even if any approvals needed are not granted.

5. SURVEY – FOR SUPPLY AND INSTALLATION ORDERS

a) This Purchase Agreement is conditional upon the Company's confirmation of the Quote following inspection by the Company's surveyor.

b) The Purchaser agrees to provide the Company reasonable access to the Premises to enable the survey to be fully completed.

c) The Company reserves the right to terminate and withdraw from the Agreement (with no further obligation or liability to Purchaser or Company) by written notice following such survey. In the event of such termination/withdrawal, the Company shall refund any deposit already received (less the survey fee).

d) The Company reserves the right to make minor modifications to the Products as the Company deems reasonably necessary.

e) Any additional products or services generated from the survey report, including the need for scaffolding or related to the presence of asbestos, which lead to a variation in cost to the Purchaser will be subject to a VOC (and, for the avoidance of doubt, such VOC will supersede the Quote and any prior correspondence).

f) The Purchaser agrees that should the Company's surveyor be unable to confirm that asbestos is not present in the vicinity of the proposed installation, he may remove a sample for analysis. Where a sample is taken the Company's obligation to make good is limited to sealing any area that has been disturbed in such manner as the Company may reasonably deem appropriate.

g) The survey is intended to confirm the detailed descriptions and measurements of the property to enable the Company to supply and install the items listed in the Quote. It is not intended nor does it purport to be a full structural survey and there may be structural issues at the Premises which may or may not be apparent. In the course of the survey, some apparent building fabric issues, such as cracks in plaster or rendering may be highlighted. The Company shall not be liable for repairing any such cracks which exist or which may appear or any movement in stonework during or following installation.

6. PRODUCT/CONDENSATION

a) Demonstration windows, doors and other Products are used to demonstrate the working of a typical Product, and accordingly are sample

Products only. The windows or other Products detailed in the Quote are manufactured and/or installed by the Company as closely as possible to the demonstration specification whilst using such manner and materials as the Company reasonably considers suitable and, pursuant to the Company's policy of continuous improvement of the Products, the Company reserves the right to make modifications in design, specification or composition of the Products in its reasonable discretion. For the avoidance of doubt, however, the overall specification or composition of the Products shall be substantially similar to samples available at the date of this Purchase Agreement.

b) Please note that the Company's double glazing units are designed primarily to reduce the heat loss which normally occurs through single glazing. The occurrence of condensation on the outer surfaces of the units will depend primarily upon the environment inside and outside the dwelling. Accordingly, please also note that the Company gives no warranty concerning the incidence, prevention or elimination of condensation following the installation of the Product. Condensation appearing within the sealed glazed unit during the warranty period is potentially a product fault and is covered by the terms of the warranties in clause 13.

7. PREMISES

a) The primary purpose of the Company's site inspection is to ascertain sizes and the feasibility of the installations shown in the Quote and will not include a general or structural survey of the Premises. Such inspection will be confined to those areas of the Premises which directly relate to the proposed installation. The Company will not be responsible for remedying any defect in the Premises existing before the installation (or delivery) date or for any damage arising therefrom.

b) The Company may require provision for the secure storage of Products at the Premises for the duration of the work period.

c) The Purchaser shall be responsible for checking that and ensuring that the Products and their installation comply with all local planning, conservation, listed building and similar requirements and for obtaining all relevant consents, including landlord's consent, unless and to the extent the Company agrees to obtain planning permission on the Purchaser's behalf, as set out in 7d) below. If the Purchaser fails to inform the Company in writing that the Premises are subject to such or similar restrictions, the company shall be entitled to assume without further enquiry that either they are not or that the Purchaser has obtained any relevant Consents or Approvals to the carrying out of the works and shall be under no liability whatsoever in the event of any enforcement or other action by the Local Authority or any other person or body.

d) The Quote assumes that there is no asbestos present within the Premises. The Company shall endeavour to identify if the presence of asbestos will affect the installation at the time of the survey and include this in a VOC. If asbestos is found by the Company the Purchaser shall be responsible for the costs associated with dealing with such asbestos.

f) It is the Purchaser's responsibility to ensure that all areas of work and

access to those areas are completely clear and unobstructed to allow unhindered commencement and progress of the works.

8. DELIVERY AND ACCESS

a) The estimated period for delivery shall run from the date of this Purchase Agreement (or, where this Agreement is financed by a building society or finance company, from the date confirmation of approval of the loan is received) or, if later, from the date of Company's acceptance of the relevant surveyor's report. The Purchaser acknowledges and agrees that the stated time for delivery of the Product is only an estimate and that time is not of the essence for the purposes of this Agreement. If any VOC has been agreed, the estimated period for delivery will run from the date of such VOC (or, if later, the date confirmation of approval of such loan is received).

b) Upon receipt of notice that the Products are ready for delivery (and subject to any prior arrangements agreed with the Company in writing), the Purchaser shall promptly provide reasonable access to the Premises.

c) In some cases the Company may need to site skips, ladders, scaffolds or vehicles on the Premises in order to meet its contractual obligations. The Purchaser agrees at no cost to the Company to provide such gas, electricity, water or other services to enable the Company to complete the installation and, if necessary, any remedial works. In the event of access being required to neighbouring land it is the Purchaser's responsibility to ensure that access is granted and the Company shall not be held liable for any delays arising out of the Purchaser's inability to gain such access.

d) The Purchaser acknowledges and agrees that supply of the Product will necessarily incur a delivery charge which is dependent upon value, volume and distance. This charge will vary in accordance with courier and fluctuating fuel costs. The Company shall endeavour to provide a reasonable prior estimate of such cost on request.

e) The Purchaser shall promptly reimburse the Company for any additional charges properly arising from any unreasonable non-acceptance of the Product by the Purchaser. Further, if the Purchaser's acts (or omissions) prevent the Company from successfully delivering the Product on the agreed date, the Company reserves the right to charge the Purchaser a reasonable fee for costs arising from such altered delivery (which is likely to be a minimum of £500 plus VAT) and/or any additional costs arising from resulting storage fees.

9. RISK AND TITLE IN AND TO THE PRODUCTS

a) Title in and to the Products shall remain with the Company and shall not pass to the Purchaser until the total amount due to the Company (including any applicable interest and costs) has been received in full by the Company.

b) Until title passes, the Purchaser shall hold the Products as bailee for the Company.

c) Without prejudice to its other rights hereunder, the Company may, at any time before title passes to the Purchaser, repossess and dismantle and/or use or re-sell all or any of the Products in its own discretion and by doing so automatically terminate the Purchaser's right to use, sell or otherwise deal

with such Products. For such purposes, the Purchaser hereby permits the Company (or the Company's authorised agent) to enter the Premises.

d) Risk in the Product shall pass to the Purchaser when the Company makes the Products available to the Purchaser (or any agent or carrier appointed by the Purchaser) at the Company's Premises or other delivery point agreed by the parties.

10. **ADDITIONAL WORK FOR SUPPLY AND INTALLATION CONTRACTS**

a) The Company will not move or adjust fixtures, or fittings (or utilities or other services which are ancillary to the basic structure of the property, including without limitation radiators, pipes, electricity, water, telephone or television cables, etc).

b) The Company will use reasonable endeavours to ensure that work completed on the Premises matches existing finishes but will not be liable for non-matching of existing materials and cannot guarantee the matching of external specialist finishes such as pebble-dashing, Tyrolean or similar material. When variations occur in existing plaster lines, the Company cannot guarantee that equal amounts of subframe will be visible all round.

c) The Company will make good any damage caused by the Company in the course of installation to plaster, floor, rendering, brickwork or pointing immediately surrounding any window or door installed but cannot guarantee against superficial damage to surrounding wallpaper and paintwork or damage to ceramic tiles in the same or surrounding area. The making good of any such damage shall be the Purchaser's sole responsibility.

d) The Company will not undertake to remove intact any existing glass, frames or secondary double glazing units, or to remove or replace existing secondary double glazing units, without causing damage. The making good of any such damage shall be the Purchaser's sole responsibility.

e) All materials removed during the course of installation will be cleared from the Premises and cannot be retrieved or replaced thereafter. If any materials are required to be retained this must be timely notified in writing to the Company and is subject to the Company approval in each case (not to be unreasonably withheld).

f) The Company will not accept any responsibility or liability for existing defects in the structure of the property (such as structural cracks, existing cracks or live plaster, or lack of lintel support above the windows to be replaced).

g) If the amount of site waste is sufficient to necessitate substantial or third party waste clearing, the Purchaser will be liable for payment of any and all related costs.

h) In the event work cannot be completed due to site conditions or restrictions (for example sealing up after fitting), and return visit(s) and/or additional services are required to complete the work, the Company reserves the right to apply reasonable charges for any such additional visits or services.

i) Any complaint or claim made by the Purchaser in relation to alleged damage must be made in writing to the Company as soon as possible.



11. LIMITATION OF LIABILITY

- a) The Purchaser agrees that the Company's liability to the Purchaser hereunder shall be limited to the amount the Purchaser has actually paid to the Company for the Product under this Agreement. Except as set out herein, the Company shall not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising hereunder. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence of the Company.
- b) If the Purchaser establishes that any Products have not been delivered, have been delivered in a damaged state or do not comply with the applicable description, the Company shall, at its option, either replace with similar products or allow the Purchaser credit for the relevant invoice value or for costs of repair.
- c) For the avoidance of doubt, the Company shall not be liable for any delay in delivery, and/or delay to completion of the work, which arises from cause(s) beyond its reasonable control.

12. PAYMENT

- a) For Supply Only orders, payment (in cleared funds) shall be made as follows:
 1. Deposit: 50% of the total contract value upon placing of the order (plus 50% of any increased value under any VOC payable on signature of the applicable VOC).
 2. Full balance payable prior to collection or delivery.

- b) For Supply and Installation orders, payment (in cleared funds) shall be made as follows:
 1. Deposit: 25% of the total contract value payable on acceptance of the Quote (and prior to Company's survey), plus 25% of any increased value under any VOC payable on signature of the applicable VOC. When a deposit is paid an Insurance Backed Guarantee will be issued by Home Improvement Protection (HIP), who are a FENSA approved insurer. HIP will email all documentation to you, if you are a private individual(s), or customer(s).

 2. 75% is due on satisfactory completion of work.

For the avoidance of doubt, in every case the full balance of all payments hereunder is payable immediately on substantial completion (as reasonably determined by the Company) and must be paid, or made available for collection by the installation team, at such time.

c) Any late payments or other sum(s) outstanding at any time will be subject to interest at the rate of five percent (5%) above the then current annual base rate of Lloyds Bank plc, calculated daily from the date such payment was due to the date of actual payment.

d) For the avoidance of doubt, any minor defect(s) in the completed work shall be rectified in accordance with the Warranties set out below and, notwithstanding such guarantee, any failure to pay the full balance as set out above shall constitute a material breach by the Purchaser of this Agreement.

13. WARRANTIES:

For a period of up to ten (10) years from the date of installation, the Company undertakes to repair or replace double glazed units or profile materials (other than mechanical parts) free of charge where and to the extent any such fault is the sole result of defective materials or workmanship in or on any window or door frame installed by the Company on Mainland Great Britain. All mechanical parts (such as locks, hinges, handles, etc that are subject to wear and tear) are guaranteed against malfunction under normal use for a period of up to one (1) year after installation. Joinery products are guaranteed for 5 years provided that they are coated with a protective sealant every year. No warranty, guarantee or representation hereunder shall apply to:

1. Products sold by the Company on a Supply-Only basis.
2. Products installed by the Company outside Mainland Great Britain.
3. Minor imperfections or shade variations within glass;
4. e) Damage or fault(s) due to accidents, misuse or neglect;
5. f) Damage or fault(s) due to inadequate maintenance to the Products or to the Premises or due to defects in the Premises;
6. g) Damage or fault(s) resulting from removal and/or repositioning of the installation (or part of the installation) carried out by persons other than the Company;
7. h) Damage to existing timber, adjacent to the installation of Products, remaining at the Purchaser's request;
8. i) Expansion or contraction of PVCu framing during hot weather (which may cause locking mechanisms to bind).
9. j) Normal wear and tear

Notification of any claim under such warranty must be by written notice received within 28 days of the date upon which the discovery of the defect or fault ought reasonably to have been made.

14. ALTERNATIVE DISPUTE RESOLUTION FOR SUPPLY AND INSTALLATION ORDERS

a) Any dispute which arises in relation to a Supply and Installation order shall be submitted to the Double Glazing and Conservatory Quality Assurance Ombudsman Scheme ("DGCOS") (or, where appropriate, directly to the Ombudsman) for mediation or determination/arbitration.

b) Where a matter has been so referred and has not been resolved within one month (or such later time as the parties may agree in writing) either party shall have the right to request arbitration and/or determination by the Ombudsman pursuant to the rules of The Quality Assurance Ombudsman Scheme, 1996 (as amended from time to time).



c) In the event of any such dispute, the Purchaser shall not be entitled to withhold payment of undisputed sums.

15. NOTICES

a) Written notice where required shall be given by recorded delivery post or by hand during office hours, to the relevant address set out above with a written acknowledgement or confirmation retained.

b) The Purchaser agrees to provide the Company with timely written notice and subsequent reasonable opportunity to investigate and/or remedy any complaint or issue arising from supply or installation hereunder.

16. COOLING OFF PERIOD (RIGHT TO EARLY CANCELLATION) – FOR SUPPLY AND INSTALLATION ORDERS ONLY

a) This Agreement for Supply and Installation Orders may be terminated (i.e. cancelled) by the Purchaser for any reason by written notice sent to the Company's address shown above, provided such notice is received no later than the end of the fourteenth (14th) day following the date of the Purchaser's acceptance of the Quote (and in such case the Purchaser's deposit shall be refunded in full, less any applicable survey fee).

b) Where, following the survey, a VOC has increased the price shown in the Quote, the Purchaser shall be entitled to not accept such VOC, cancel such order and terminate this Agreement by written notice, provided such notice is received within fourteen (14) days of the date of the issue of such VOC, and provided that the Purchaser has paid the Company for the cost of the survey (and, in such case, the Purchaser's deposit shall be refunded in full, less any applicable survey fee).

c) For the avoidance of doubt, there is no right to early cancellation (or "cooling off") for supply only orders.

17. GENERAL

a) Save as otherwise set out above and to the fullest extent of applicable law, all Products are provided without any warranties or representations of any kind, either implied or express.

b) By signing the Quote the Purchaser confirms that he is the owner of the Premises at which the installation is to take place or that the Purchaser has obtained the owner's full authority and that the Purchaser has complete authority to enter into this Agreement.

c) This Agreement (including schedules) constitutes the entire agreement between the parties on the subject matter hereof. Any additional term, condition or verbal agreement should be written down for the purposes of clarity and signed by the Purchaser and the Company's authorised representative.

d) If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.

e) This Agreement shall be governed by and in accordance with the laws of



England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

18. SALE

a) The discount's value is according to list price bandings. Only one per household. Only applicable to new opportunities registered and then orders placed through January. Orders must be over a list price of £10,000. Domestic/Retail customers only.