

Goose Joinery Standard Terms and Conditions

- 1.0 Acceptance of Order:** Orders are accepted only upon and subject to the Company's standard terms and conditions of sale.
- 1.1 Orders will be submitted once a signed copy of the quotation and deposit payment have been received by the Company. By signing the customer accepts responsibility for all design elements of the frames and sizes. If a site report has been carried out The Company will only accept responsibility for overall frame size.
- 1.2 Orders, unless otherwise stated and agreed with Customers, shall be, determined by the appropriate provisions of the Sale and Supply of Goods Act 1994, Supply of Goods (Implied terms)1973 and such other legislation as shall from time to time be in force, including the statutory rights of the Customer under such legislation.
- 1.3 The Buyer agrees that Products placed into manufacture cannot be revised. In the event of any urgent amendment to the Order; the Buyer shall be liable for the price of the original Products in addition to any additional Product(s), consequential delay due to any requested changes or amendments and shall indemnify Goose Joinery in full against any and all costs (including costs of all labour and materials lost), loss (including loss of profit), damages, charges and expenses suffered or incurred by Goose Joinery as a result of the change.
- 1.4 The buyer agrees that once the order is confirmed and a deposit has been paid there is no cancellation period due to the bespoke nature of the order.
- 1.5 In the event of any cancellation of the Contract by the Buyer, including as provided for under this clause, the Buyer shall indemnify Goose Joinery in full against any and all costs (including costs of all labour and materials lost), loss (including loss of profit), damages, charges and expenses suffered or incurred by Goose Joinery as a result of the cancellation.
- 2.0 Pricing:** Unless otherwise stated, orders are accepted on the condition that goods will be invoiced at the price prevailing at the date of order confirmation.
- 2.1 The Company reserves the right to alter pricing without prior notice to cover variation(s) in cost of materials and labour, or through the Customer's change of design, specification or material change.
- 2.2 Pricing will be in Sterling and include VAT at the prevailing rate, where appropriate.
- 2.3 If the quotation is to be zero rated VAT, then the Customer needs to advise the Company of this before any quotations are raised. Failure to do this will result in the Customer having to claim the VAT back themselves.
- 2.4 If price variation(s) occur during a part completed order, the price of the un-despatched portion of the order outstanding at the date of such variation in price, shall be adjusted accordingly.
- 3.0 Payment:** Unless otherwise agreed by the Company or stated in the order acknowledgment, 50% deposit (non-refundable) shall become due for payment by the Customer on placement of order and the balance shall become due for payment by the Customer 14 days before delivery. If Goose Joinery are installing the product, a 50% deposit is payable at the same time as the balance of the product. The remaining 50% is payable once installation is complete.
- 3.1 If the project is zero rated VAT the Company reserves the right to ask for 100% payment upfront.
- 3.2 The Company reserves the right at any time to demand full or partial payment before proceeding with any customer order.
- 3.3 If the Customer defaults in payment, the Company may, in addition to exercising the right in condition 3.2, delay delivery, redirect the delivery or cancel the Customer order(s). This may incur additional costs to the Customer.
- 3.4 The interest charge on any overdue payment will be charged at the rate of 8% per calendar year.
- 3.5 In the event that a failure to pay the full balance as set out shall constitute a material breach by the purchaser of this agreement.
- 3.6 In the event that the customer fails to pay the final balance within 7 days of the work being complete the product warranties become void.
- 3.6.1 Until the Company has received payment in full from the Customer, for goods, including any arrears and interest charges due, the title of the goods and ownership thereof remains with the Company.
- 3.7 The Company may, at its discretion, make instalment deliveries, where each delivery shall constitute a separate order for the purpose of payment.
- 3.8 In the event that the Customer re sells the goods supplied by the Company prior to the passing of the property therein to the Customer, such re-sale shall be affected by the Customer as bailee for the Company and the proceeds of any such re-sale shall be received or receivable by the Customer for and on behalf of the Company unless all debts owing to the Company by the Customer in respect of goods supplied by the Company have been paid.
- 3.9 Balance Payment of the invoice is due upon completion of work on the understanding that any faults will be rectified by the company under the written guarantee. If payment is still outstanding 14 days after completion the Company may charge interest in the outstanding amount at 8% per calendar year.
- 3.10 If non-payment of the outstanding balance results in legal action being taken, the Customer will pay all legal costs incurred by the Company, to effect recovery of all monies owed.
- 3.11 It is hereby agreed and declared that any damages, compensation or other monetary payment paid to the Purchaser either as an ex-gratia payment or by Court Order shall not exceed Actual Loss.
- 4.0 Delivery:** Despatch or delivery of the Products shall remain estimates until the fixed delivery dates are issued as per the Confirmation of Delivery. Such date/s shall still be subject to change and shall not to be the essence of a contract. The Customer shall nevertheless be bound to accept goods ordered whether available on or after any date stated. The Company shall not be liable in anyway in respect of late despatch or delivery howsoever caused, nor shall such failure to despatch or deliver be deemed to be a breach of a contract.
- 4.1 Any change to a specified week commencing delivery date given will incur storage charges.
- 4.2 The Buyer shall inspect the Products on delivery and shall notify DOVISTA UK in writing within three (3) calendar days of any shortage or damage in transit. The Products shall be at the Buyer's risk from the time that they are delivered, thereafter the Buyer shall be responsible for the full Contract Price in the event of loss or damage arising from any cause whatsoever. Damage caused during off-loading shall be the Buyer's responsibility.

- 4.3 Goods will be shipped direct to the Customer unless prior agreement with the Company. However, in this instance additional delivery costs and storage costs will be charged.
- 4.4 Should unforeseen circumstances arise; the Company reserves the right to use other means and methods of delivery to customers which could result in additional costs to the Customer.
- 4.5 The customer must be available to oversee the delivery. If no one is onsite on the day of delivery additional charges will apply for redelivery and storage.
- 4.6 The Customer must not schedule or commence any installation work until after the Customer has received its Order and checked all the Goods for any defects or missing parts.
- 5.0 Claims:** for non-delivery, or liability (section 4.3/4.4 above) will not be incurred by the Company.
- 6.0 Defective/Damaged Goods:** Claims against the Company for goods represented by the Customer to be defective/damaged, from whatsoever cause, will not be entertained, and the Company shall incur no liability in respect thereof unless written notification and photographic evidence (on the pallets for Rationel/Velfac products) is received within 3 days after the date of receipt.
- 6.1 The Company reserves the right to inspect goods, in the event of the Customer making a claim against the Company, for any reason whatsoever. The goods in respect of any such claim to be preserved intact where delivered for a period of 5 days from the notification of a claim, within which time the Company shall have the right to attend and investigate the complaint. No claim by the Customer will be accepted unless this condition is strictly complied with.
- 7.0 Limit of Liability:** In the event of any claim against the Company in respect of any matter whatsoever, the Company's liability (if any) shall be limited to the replacement of the goods sold in respect of which the liability arises, if required and practicable, or the Customer shall be given a credit for the invoiced value of the order.
- 7.1 Under no circumstances whatsoever shall the Company be liable for any consequential loss or damage, any personal injury or loss of any property, other than stated herein howsoever and whatsoever arising.
- 7.2 Goods supplied by the Company shall be at the Customers risk immediately on delivery to the Customer or into custody on the Customers behalf (whichever occurs first)
- 7.3 It is hereby agreed and declared that any damages, compensation or other monetary payment paid to the Purchaser either as an ex-gratia payment or by Court Order shall not exceed Actual Loss.
- 8.0 Force Majeure** – The Company shall not be deemed in breach of the contract or otherwise liable to the Customer by reason of any delay in performance, or non-performance of its obligations under the Contract to the extent that such delay or non-performance is caused by strikes, lock-outs or other industrial action or trade disputes (whether involving employee of the Company or third party); difficulties in obtaining raw material, labour, fuel, parts or machinery, power failure or breakdown in machinery; failure of its supplier's or contractor's or any other event or circumstance beyond the Company's reasonable control including without limitation, war, fire, flood or storm, explosion, accident, civil disturbance, governmental restrictions and/or guidelines including but not limited to statutory guidance on pandemics and epidemics, shortage or unavailability of stock or manpower, industrial action and transportation delays. In any such event the Company may, without liability to the Customer, reasonably vary the terms of the Contract including but not limited to extending the time for performing the contract by a period at least equal to the time lost due to such an event.
- 9.0 Design Changes:** The Company reserves the right to effect changes of a technical, material or legislative nature, without prior notice.
- 9.1 Sample windows are intended to demonstrate the working of a typical window and the material used. The windows and other products, the subject of this Agreement, will be manufactured in the manner the Company consider most suitable and such materials of suitable quality as the Company considers to be required shall be used in the manufacture and installation of the products.
- 10.0 Customer Specifications:** The Customer shall indemnify the Company against any and all liability arising through execution by the Company of any order placed by the Customer in accordance with the Customer's specifications where such execution infringes any patent, trademark or registered design not owned by the Customer or Company.
- 11.0 Product Warranty:** Goods supplied by the Company to the Customer is warranted against material and manufacturing defects for the periods set out below, commencing from the date of despatch of the goods, and subject to the limits shown.
- 11.1 DOVISTA UK Products warranty
- Twelve (12) years - "aluminium sash timber frame" (V200), windows
 - Ten (10) years - "aluminium-clad sash timber frame" (Ribo, Aura plus, Forma plus), windows
 - Five (5) years - "timber" (Aura, Forma), windows, and all doors (entrance, patio, sliding, Bi-fold and casement)
 - Two (2) years - electrical components and accessories such as door handles, door cylinders, restrictors (including Dorma) and cills
- PROVIDED that: (a) the Products have been installed, transported, maintained and used in accordance with any instructions, recommendations or specifications of DOVISTA UK, whether oral or in writing or best industry practice; (b) the Buyer has notified DOVISTA UK of any defect in writing within three (3) calendar days of any shortage or damage in transit. (c) the defect was not caused by fair wear and tear, neglect, misuse or improper adjustment
- 11.1.1 Where Products contain glass panes the warranty shall only apply if the following requirements have been met:
- a. the glass panes must have been fitted in the DOVISTA UK factory or by a DOVISTA UK approved installer or service engineer
 - b. the glass panes in the spacer track must have been stamped with the date of production (year/month)
 - c. the glass panes must not have been damaged by external conditions, i.e., knocks or blows, or by movements of adjoining buildings
 - d. the glass panes must not have been damaged by frost, thermal effect or any chemicals
 - e. the glass panes must not have been exposed to any processing after delivery, i.e., grinding, sand blasting, etching, painting, sticking on, or any other surface treatment and the drain path on the window system must not have been blocked
- 11.2 Bespoke Hand Made Joinery **Product warranty**
- For window elements:
- Two (2) years - timber window construction
 - Five (5) years - Air-tight in glazing unit
 - Three (3) years - Hardware Three
 - Two (2) years Coating
- For other elements:
- Two (2) years 2 years Front door
 - Two (2) years 2 years Patio doors

Two (2) years 2 years Bi Fold doors

One (1) year Accessories installed in products: locks, cylinders, handles, escutcheons

11.2.1

WARRANTY DOES NOT COVER

Effects caused by chemical agents and adhesive tapes

Damages made due to random incidents

Differences in tints on painted covers caused by natural grains figure and wood discolour

Visible wood structure caused by natural grain figure

Natural changes in wood colour under painted covers caused by sunbeams

Normal exploitation wear out and small defects not causing difficulties in usage

Faults made due to wrong exploitation as well as exploitation in incorrect conditions inside the house – relative humidity under 40% or over 70%

Attributes due to conifer tree usage like resin leakage

Surface dirt caused by normal exploitation

Product damages caused due to incorrect usage of hardware features

Damages made due to wrong transport

Products incorrectly fitted

Damages made due to incorrect usage and conservations

Products not maintained correctly

In those which occur some discolours, damages, depreciation of elements and subgroups caused due to wood bulking dictated by humidity overdoes in the house – over 70% - making any soak works (i.e., plasters, screed, concrete works) after installing carpentry with not enough ventilation and unventilated room during exploitation

Faults made due to changes by customer during warranty period

Other faults made by customer

11.2.1.1

WARRANTY CONDITIONS FOR GLAZING UNITS

- i. Goose Joinery use compound glazing, special glazing and single glazing only from the best manufacturers. Because of newest technology compound glazing can protect from heat loss, overheat, protect from noise as well as burglars. Compound Glass products have warranty of 5 years, warranty covers only air -tightness.
- ii. Customer is obligated at the latest till signing acknowledgment date to check quality of glazing unit. After this, customer will be able only to notify about air - tightness faulty
- iii. Physical features of glass and glazing unit construction decide about certain attributes which are not faults and are not covered by warranty, like:
 - a. Glass cracks
 - b. Condensation of water steam outside glazing compound
 - c. Interference symptoms
 - d. Glass concave and convex
 - e. Tint deflection
 - f. "Astragal ringing"
 - g. Glass humidification due to moisture
 - h. Aeolotropy in toughened glass
 - i. Glazing compound from ornament glass made on customer request with pattern pane inside unit
- iv. ACCEPTABLE GLASS FAULTS
 - a. Faulty marks smaller than 0.5 mm are not covered
 - b. Faults 0.5–1.0 mm cannot be gathered, minimum four faults in distance from 200 mm from each other
 - c. Scratches up to 75mm long if their local density does not make visible fault. During examination we take only faults visible from distance of 60 cm on black matt background in natural light condition with scattered daylight (e.g., clouded sky) without direct lighting from opposite side (e.g., light from sun beams) natural angle of view

11.3

Aluminium Products warranty

Product dependant, available upon request.

11.3.1

Aluminium Products Glass Warranty

This Warranty covers all standard type insulating glass units compliant with EN1279 and incorporating only components of the type listed below:

- 4mm – 12mm annealed, rolled or toughened glass
- 6.4mm – 13.5mm laminated safety glass Spacer Bar
- 4mm – 6mm Super Spacer/Heritage Bar
- 6mm – 20mm aluminium spacer bar
- 6mm – 20mm warm edge plastic and stainless-steel spacer bar Edge Seal
- Butyl primary seal
- Polysulphide or silicone secondary seal Sightline
- 8mm minimum Sightline - 5 Years

Conditions of Warranty This warranty is subject to the following conditions:

- That the buyer acknowledges that the product at the time of delivery was undamaged and free from any defects.
- That the product is protected from contact with wet cement, hard foreign objects, metals and materials likely to cause abrasive damage

- All insulated glass units have been installed using the correct LM Silicone and edge tapes have been removed prior to installation
- It is a condition of this warranty that a company representative is afforded reasonable opportunity to inspect the product prior to de-glazing

Exclusions to Warranty This warranty excludes

- Minor imperfections inherent in architectural glass and that caused during the manufacturing process whenever viewed in accordance with the Glass & Glazing Federation 'Visual Quality Standard' for installed insulating glass units constructed from flat transparent glass
- Units which have not been transported, handled, stored, installed and maintained completely in accordance with the glazing instructions laid down in the Glass & Glazing Federation 'Glazing Manual'
- Stepped units and drip edge units where the sealant is not protected from ultraviolet light in service
- Units displaying the optical phenomenon, occasionally seen as interference colour bands known as 'Brewster's Fringes'
- Distortion caused by the toughening process, i.e., 'roller wave' distortion
- Units exceeding CN Glass recommended maximum sizes (see Appendix)
- Carbon deposits on the outer face of decorative leaded units caused by oxidation of the lead

11.4 UPVC Products warranty

Product dependant, available upon request.

11.5 Kitchen Products warranty - Three (3) years for kitchen components.

11.6 The Company shall not be responsible for the cost of installation of any part being replaced, or any associated costs howsoever caused.

11.7 This warranty will not apply to faults due to accidental damage, faults due to misuse, faults due to poor installation or glass breakages.

11.8 Such repairs or replacements will be carried out following a satisfactory site inspection and report by the Company.

11.9 The warranty/guarantee is provided to the original purchaser of the goods and is non-transferable should the property be sold.

11.10 Attachments of additional accessories will negate the warranty unless approved in writing by the Company

11.11 The warranty is offered by the Company exclusively to the Customer invoiced for the products and is not transferable unless agreed in writing by the Company. The Company may request that a copy of the invoice is produced before any remedial work is undertaken.

11.12 Written notice of any complaint is required immediately upon discovery, photo evidence needs to be taken prior to order being removed from pallets. The Company shall not be responsible for any deterioration caused by the delay in reporting.

11.13 This warranty is only valid providing full payment has been received by the Company in accordance with the payment terms indicated on the invoice.

11.14 The warranty is only valid if the products are installed in accordance with the Company's installation instructions.

12.0 Installation The terms of this Agreement, unless otherwise stated shall be determined by the appropriate provisions of the Sale of Goods Act 1893, Supply of Goods (Implied Terms) 1973 and such other legal legislation as shall from time to time be in force, including the rights of the Customer under such legislation

12.1 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.

12.2 The Company reserves the right to make minor modifications to the quote as the Company deems reasonably necessary.

12.3 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 or 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.

12.4 If you wish to change the confirmed installation date, you must give us at least 28 days' prior written notice, otherwise a rearrangement fee of £550 + VAT per day will apply.

12.5 If the installation is obstructed or slowed down by the customer and we are not able to install we will charge at the rate of £550 + VAT per day.

12.6 Whilst the Company will make every endeavour to install the products on the date or within the period agreed with the purchaser, the Company shall, in the event of any unforeseen circumstances (including but not limited to inclement weather, strikes, pandemics, lock-outs and non-availability of materials) be entitled to make later installation and such later installations shall be accepted by The Customer and the Company shall in any event not be responsible for any loss whatsoever arising from or consequential upon delay in installation. Further, the time for such delivery and installation shall not be of the essence of this Agreement.

12.7 The Customer will provide reasonable access to enable installation to be completed.

12.8 No work will be done or materials supplied other than those specified.

12.9 The Company does not guarantee or warrant, nor do its' agents have the right to represent or warrant, that condensation can be controlled or prevented by installation of the products.

12.10 Goose Joinery cannot be held responsible if any damage is caused to walls, floors, ceilings, paint work during the installation period. (ex. Removing of existing door frame disturbs, cracks or removes plaster on wall), we will where possible repair the damage but not deemed responsible to repair.