

Optic UPVC Windows Limited – Standard terms of business (Supply only)

(or any of its group or affiliate companies).

The customer's attention is drawn in particular to the provisions of clause 9.

1. INTERPRETATION

1.1. Definitions:

Business Day	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 12.4.
Contract	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer	the person or firm who purchases the Goods from the Supplier.
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation the privacy of electronic communications and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Delivery Location	the Customer's premises or the premises notified by the Supplier to the Customer for the collection of Goods pursuant to clause 4.2.
Force Majeure Event	an event or circumstance beyond a party's reasonable control.
Goods	the goods (or any part of them) set out in the Order.
Order	the Customer's order for the Goods, as set out in the Customer's purchase order form constituting the Customer's written acceptance of the Supplier's quotation.
Specification	any specification for the Goods and/or Services, including any quotation, proposal, offer to sell, related plans and drawings, that is agreed in writing by the Customer and the Supplier.
Supplier	Optic UPVC Windows Limited (registered in England and Wales with company number 13855125)

1.2. Interpretation:

- 1.2.1. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2. any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.3. a reference to **writing** or **written** includes emails.

2. BASIS OF CONTRACT

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when the Supplier confirms that the initial payment in respect of the Order has been paid pursuant to clause 7.2.1, at which point the Contract shall come into existence.
- 2.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5. Any samples, drawings, descriptive matter or advertising produced by the Supplier are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6. A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.

3. GOODS

The Goods are described in the Specification. The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY

- 4.1. The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2. Where the Supplier and the Customer agree that the Goods are to be collected, the Customer shall collect the Goods from the Supplier's premises at 52-62 Brasenose

- Road, Bootle Liverpool, L20 8HE or such other location as may be advised by the Supplier prior to delivery within 7 days Business Days of the Supplier notifying the Customer that the Goods are ready.
- 4.3. The images of the products on our website and other marketing material are for illustrative purposes only and do not form part of our agreement. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Changes in lighting will affect how our products appear. Your product may vary slightly from those images.
 - 4.4. If we are making the product to measurements you have provided to us you are responsible for ensuring that these measurements are correct. We do not accept liability for any fault caused by any error or omission by you having undertaken any installation yourself or through a third party, and you will be liable for any costs arising from you having provided us with incorrect measurements or specifications to us.
 - 4.5. Where you are carrying out any building work that affects the installation, it is your responsibility to ensure that you construct the openings to suit the products you order with us.
 - 4.6. We accept no responsibility for lifting and/or handling equipment used to move or install our products, unless it belongs to us or has been hired by us.
 - 4.7. We accept no liability for any damaged caused to our products by using lifting and/or handling equipment.
 - 4.8. Delivery is completed on the completion of loading of the Goods at the Delivery Location.
 - 4.9. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
 - 4.10. If the Supplier fails to deliver the Goods, its liability shall be limited to the reasonable and proper costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
 - 4.11. If the Customer fails to take or accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
 - 4.11.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - 4.11.2. the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
 - 4.12. If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
 - 4.13. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
5. **QUALITY**
- 5.1. We provide the following warranties and, where stated, guarantees:
 - 5.1.1. **Certass** – Where the products we install are replacement doors and/or windows, we will issue a Certass building control certificate (England and Wales only) under the Certass Competent Person Scheme. Certass building control certificates do not apply to products installed in new buildings, new extensions, new openings in existing buildings, or buildings in Scotland.
 - 5.1.2. Our guarantee does not cover the cost of specialist handling or lifting equipment needed to replace products under guarantee in cases where the need arises because access to the site has become more difficult since installation, or if specialist handling or lifting equipment was used during the original installation.
 - 5.1.3. We cannot guarantee the colour or paintwork quality of the thermal break, which can be susceptible to colour change, paint flaking over time or lack of powder coating during the paint finish. The colour or paintwork on the thermal break cannot be altered post powder coating.
 - 5.1.4. It is your obligation (and your obligation to inform your customer, if applicable) to regularly maintain and clean the stainless-steel elements of products supplied to you, to maintain their appearance. A lightweight cloth or nylon brush should be used. At no time should any scouring brush or abrasive be used on any product as this may damage or scratch the stainless steel.
 - 5.1.5. Our quality guarantee will be void if regular cleaning is not carried out. Depending on the product, it is possible that the discoloured stainless steel item cannot be replaced, and the complete product would need to be replaced. In these circumstances, we will only be able to replace the product upon payment.
 - 5.1.6. When products are purchased on a supply-only basis, locking mechanisms and hinges, and other moving parts, are guaranteed for 12 months from date of delivery. Cosmetic deterioration is not covered by our guarantee.
 - 5.1.7. We will replace or repair (at our discretion) any faulty components and remedy any labour faults,

faults , for a period of 10 years from installation provided that the products have been correctly maintained.

- 5.1.8. If we reasonably consider that defects have arisen through failure to maintain the product correctly, we reserve the right to charge you a call out and labour fee together with the cost of replacement components required.

5.2. Subject to clause 5.3, if:

- 5.2.1. the Customer gives notice in writing to the Supplier during the warranty period within 7 days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2. the Supplier is given a reasonable opportunity of examining such Goods;

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3. All warranties and guarantees are given subject to the following conditions:

- 5.3.1. We must have received full payment for the products;
- 5.3.2. in respect of the warranty at 5.1.1, products with stainless steel fittings, we must have installed the Goods, and in respect of the other warranties either we or a professional installer must have installed the Goods following the manufacturer's recommendations.
- 5.3.3. You must have used and maintained the products in accordance with the manufacturer's oral or written instructions (Operating and Maintenance Guide) where supplied, and not altered the Goods.
- 5.3.4. You must have completed and returned any policy registration form, or other warranty-related document, we have supplied for you to complete and return (if applicable).
- 5.3.5. We shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by you.
- 5.3.6. We shall be under no liability in respect of minor imperfections or cosmetic deterioration, caused by normal wear and tear, or environmental factors.
- 5.3.7. The above warranties are in addition to your legal rights in relation to services which are not carried out with reasonable skill and care or which otherwise do not conform with these terms. Where you are entering into this Agreement as a domestic and private consumer, advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 5.3.8. These terms apply to any replacement products we supply to you in the unlikely event that the original products do not conform with these terms.

5.4. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.5. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

6.1. The risk in the Goods shall pass to the Customer on completion of delivery or upon collection of the Goods from the Supplier's premises in accordance with clause 4.2 (as applicable).

6.2. Title to the Goods shall not pass to the Customer until the earlier of:

6.2.1. the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

6.2.2. the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3. Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.4. notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and

6.3.5. give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4. Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1. it does so as principal and not as the Supplier's agent; and

6.4.2. title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have:

6.5.1. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

6.5.2. the Supplier may at any time:

- 6.5.2.1. require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- 6.5.2.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

- 7.1. The price of the Goods shall be the price set out in the Order.
- 7.2. The Customer shall pay the total price stated in the Order on the date that the Order is made in cash or in cleared funds to the bank account nominated in writing by the Supplier.
- 7.3. In the case of an Order made for doors, payment shall be made in full prior to the Supplier making an order from a third party supplier.
- 7.4. The price of the Goods:
 - 7.4.1. excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 7.4.2. excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 7.5. The Supplier may, by giving notice to the Customer at any time up to two Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 7.5.1. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, any increase in supplier costs and increases in labour, materials and other manufacturing costs);
 - 7.5.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 7.5.3. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.6. The Supplier may invoice the Customer for the Goods on or at any time after the completion of the Order.
- 7.7. The Customer shall pay the invoice in full and in cleared funds immediately and on demand in accordance with clause 7.2 and clause 7.3. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.
- 7.8. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

- 7.9. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8. TERMINATION

- 8.1. Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
 - 8.1.1. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 8.1.2. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 8.1.3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 8.1.4. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1.1 to clause 8.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 8.4. On termination of the Contract for any reason the Customer shall:
 - 8.4.1. immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest, and in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately upon receipt;
 - 8.4.2. return all of the Supplier's materials and any Goods which have not been fully paid for.

8.5. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. LIMITATION OF LIABILITY

9.1. The Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit; loss of sales or business; loss of contracts or loss of or damage to goodwill arising under or in connection with the Contract.

9.2. The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

10. FORCE MAJEURE – EVENTS OUTSIDE OF OUR CONTROL

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Contract by giving seven days written notice to the affected party.

11. DATA PROTECTION

Both parties will comply with all applicable requirements of the Data Protection Legislation. We will deal with your information in accordance with our Privacy Policy, which can be found here:

<https://www.opticwindowsanddoors.com/privacy-policy/>

12. GENERAL

12.1. Assignment and other dealings.

12.1.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.1.2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2. Confidentiality.

12.2.1. Each party undertakes that it shall not at any time during this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs,

except as permitted by clause 12.2.2. For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

12.2.2. Each party may disclose the other party's confidential information:

12.2.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and

12.2.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.2.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12.3. Entire agreement.

12.3.1. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.3.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

12.4. **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.6. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.7. **Notices.**

12.7.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

12.7.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

12.7.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.8. **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

12.9. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.10. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.