

MG WINDOWS TERMS AND CONDITIONS

1. 'The Company' means RFC Services Ltd, trading as MG Window Systems, company registration number 4494650. Registered office Artisans House, 7 Queensbridge, Northampton, NN4 7BF.

2. 'The Customer' means the company firm or person contracting with the Company for the supply and installation by the Company of the Goods and references for the Customer in the masculine gender shall include the feminine and the neuter where appropriate.

3. 'The Goods' means the sealed double glazed units and all products, fittings and other items which the Customer agrees to purchase from the Company and which the Company agrees to supply and install.

4. The terms set out hereunder apply to the contract made between the Company and the Customer and shall prevail over any standard terms and conditions of the Customer.

i) The Company intends to rely upon written terms set out here and on the other side of this document. If you require any changes, you must put this in writing, email is acceptable. In that way, we can avoid any problems surrounding what the company and you, the Customer, is expected to do.

5. i) All written quotations given by the Company shall constitute an offer and shall remain valid for a period of 30 days from the date thereof.

ii) The Company shall have the right at any time prior to receipt of written acceptance from the Customer to withdraw or vary its quotation provided such withdrawal or variation shall be confirmed to the Customer in writing as soon as possible.

iii) Final survey by the company will result in the goods being ordered and will be deemed as the agreement for the work to go ahead. Cancellation of the order by the customer must be received in writing within 24 hours of this final survey.

iv) Cancellation of an order by the Customer after acceptance of the Company's quotation shall entitle the Company (but without prejudice to any other right or remedy it may have) to recover from the Customer any costs, expenses and liabilities incurred by the Company. Cancellation must be provided in writing, email is acceptable but must be received during working hours.

v) The price quoted overleaf includes delivery costs of the Goods to the Customer's premises and all installation costs, unless the contract is specifically for supply only.

vi) In the event of a change in the rate of V.A.T applicable to the Goods prior to the date of installation the Company reserves the right to increase or decrease (as the case may be) the V.A.T payable hereunder to the rate current at the date of installation.

6. The Company will arrange for a surveyor appointed by it to carry out a survey of the Customer's premises and for this purpose the Customer must provide the surveyor reasonable access to his premises. On the advice of its Surveyor the Company may at any time cancel the contract without compensation in which case it shall notify the Customer in writing as soon as possible.

i) The model unit carried by the Company's representative is designed solely to demonstrate the quality and appearance of material used.

ii) The units for this contract will be manufactured in the way which the Company considers to be most suitable for the Customer's style of windows.

iii) The glass will be the best reasonably obtainable at the time of manufacture although the Company can accept no responsibility for any minor imperfections. Any dispute to be subject to G.G.F. guidelines.

iv) Internal window boards (cills) will not be supplied or replaced by the Company unless specified on the face of this contract.

v) The Company will make good any brickwork and plasterwork in immediate proximity to removed frames but the Customers alone will be responsible to make good all interior decoration which may of necessity be disturbed.

vi) The Company will accept no responsibility for any damage caused upon removal of frames where existing materials are not soundly 'keyed' or have not been maintained in a satisfactory condition.

vii) The cost of any unforeseen structural alterations which the Company may be obliged to carry out to the Customer's premises as a result of the installation and any consequent remedial work shall be paid for by the Customer and shall be deemed to be added to and form part of the price for the goods.

viii) No guarantee or warranty is given by the Company in respect of the incidence, prevention or elimination of condensation (except in between the interior glazed surfaces of sealed units).

7. i) Unless otherwise agreed in writing by the Company the Customer will accept installation of the Goods as soon as reasonably practical. He will be notified when the Goods are ready for installation and will give the Company's installation team reasonable access to the premises.

ii) We will endeavour to undertake all work in the time agreed. Sometimes, however, this will not be possible and if it is not then we will contact you and agree a revised time.

iii) In the event that the Customer fails agree a fitting date for installation of the Goods within 28 days of notification goods are ready for installation the balance of the price for the Goods shall become immediately payable.

v) All material and equipment delivered by the Company to the Customer's premises shall at all times remain the Company's property.

8. i) Unless agreed by the Company in writing payment of the price for the Goods and all other sums due under the contract shall be made to the Company's installation team immediately upon completion. Payment methods include cash, bank transfer, by cheque or by debit/credit card. Cheques must be made payable to MG Window Systems. Cash or cheques can be given to

Company's accredited representative. A receipt can be given on request.

ii) The Customer shall not be entitled to withhold payment of the price of the balance thereof under sub-clause i) above by reason of any defect in the Goods. The Customer will have the benefit of the Company's standard form of guarantee in respect of the Goods.

iii) The time for payment shall be of the essence of the contract and failure to pay the full price or balance on the due date may invalidate the guarantee.

iv) The Company shall be entitled to charge interest on any sums not paid on the due date for payment at a rate of 3 percent per month until payment is made.

v) Any concession or waiver by the Company of its strict rights under these terms shall be entirely without prejudice to its full rights hereunder and shall not prevent the subsequent exercise of the Company of such rights.

9. i) The risk in the Goods shall pass to the Customer on completion of the installation.

ii) We may require the Customer upon reasonable notice to return and deliver up the goods to us failing which we shall take legal proceedings to recover the goods or their value.

iii) Until the Customer becomes the owner of the Goods he must ensure at all times they remain readily identifiable as the Goods of the Company.

iv) a) Until the Company is paid in full for all Goods the relationship of the Customer to the Company shall be fiduciary in respect of the Goods.

b) If the Customer agrees to sell on the Company's Goods then he may do so only on the express condition that the entire proceeds thereof are held in trust for the Company and are not included with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Companies monies.

Sub-clauses i) ii) iii) and iv) above shall be deemed to be separate and independent of each other and may be separately enforced so that the invalidity or enforceability of one of such sub clauses shall not affect or render invalid or unenforceable any of the others.

10. i) All Goods supplied by the Company carry the Company's standard form of a 10 year guarantee, a copy of which will have been available for inspection by the Customer prior to his signing the contract, in relation to the white PVCu profile, this is in respect to colour stability, shape retention and impact strength retention. Variations to the 10 year guarantee are:

a) A 5yr guarantee on coloured laminate profiles. This is in respect to adhesion of laminate, shape retention and impact strength retention.

b) A 10yr guarantee on sealed units. This is in relation to condensation appearing between the sealed sections of an undamaged sealed unit.

c) A 3yr guarantee on all window/ door furniture including locks and cylinders that fails in operation.

ii) Nothing in these conditions shall seek to operate to restrict or exclude the Customer's statutory rights in respect of the Goods.

iii) We will not be liable under this contract for any loss or damage caused by us or our employees in circumstances where:

- There is no breach of legal duty of care owed to you by us or any of our employees.

- Such loss or damage is not a reasonably foreseeable result of such breach.

- Any increase in loss or damage resulting from breach by you of any term of this contract.

iv) Nothing in these conditions shall operate to restrict or exclude the liability of the Company for any negligence causing death or personal injury.

11. If by reason of any circumstances whatsoever beyond the control of the Company (including but without prejudice to the generality of the foregoing) strikes, labour disputes or difficulties, breakdown of machinery, difficulty in obtaining materials, accident, fire, force majeure, civil riot and requisitioning by the government) the Company is delayed or prevented from making delivery of and/or installing the Goods it shall be at liberty by notice in writing to the Customer to cancel, suspend or modify the contract in respect of the goods aforesaid.

12. Any notice may be served on the Customer by posting it in a first class prepaid envelope to the last known address of the Customer and shall be deemed to have been served at the time at which the notice so posted would have been delivered in the ordinary course of post. In proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted.

13. The Company shall be at liberty by written notice to the Customer to cancel this contract whole or in part with compensation to the Customer.

A) If the Customer defaults in the performance of any of his obligations under this or under any other contract extant with the Company.

b) If any encumberer takes possession of or a Receiver is appointed of any assets of the Customer.

c) If a distress or execution is levied on or issued against any property of the Customer and is not paid within seven days after such levy issue. The exercise of any right in this clause shall not prejudice or affect any other right or action or remedy available to the Company.

14. The contract and these terms shall in all respect be subject to and construed in accordance with English Law and the English courts shall have sole jurisdiction in all matters arising out of the contract.

15. The Customer has the right to cancel this contract within 14 days from the acceptance of the quotation. This must be done in writing and within 24 hours of the final survey.

16. Any complaints should be addressed to Mr. M. Russell, Unit 3 Letts Road, Northampton, NN48HQ