

TERMS AND CONDITIONS OF SALE

Termopane Windows LTD

Price and Payment:

1. Estimates made are purely for initial costings from customer's measurements. It is important all details are checked thoroughly by the customer before accepting the quote.
2. For Supply Only prices responsibility lies with customer in regards to measurements and type of window that is required, we will price only for what customer has requested.
3. Prices are valid for 28 days only due to the industry market volatility.
4. We will not accept any variations or alterations after there is a Confirmed Order unless confirmed by us in writing and these alterations may result in extra charges added on top of the price quoted.
5. Customer is responsible for ensuring all the information provided by us is complete and accurate when paying the deposit.
6. A deposit of 50% is required to enable us to proceed with order, 40% before the frames leaves the factory and 10% on completion
7. For Flush Sash, Vertical Sliders, Aluminium and Wood orders at least 80% deposit is required with 20% outstanding to be paid on completion day.
8. If customer wants to cancel an order, customer acknowledges that we have lost time and money spent on his order up to the time at which customer cancels and accordingly we reserve the right to charge a cancellation fee which is sufficient to cover our Company's cost of materials, expenses and handling charges to the date of cancellation.
9. All goods remain the property of Termopane Windows LTD until full payment has been made.
10. The price will be increased to cover any extras requested by you, variations, additional fixings or additional work caused by unusual obstructions.
11. Your failure to pay the balance on completion would be a breach of this agreement.
12. Termopane Windows LTD reserves the right to remove any goods that haven't been paid for within the agreed terms.

13. Card Payment Surcharge

A **surcharge of 2%** will be applied to payments made using **corporate, commercial or business debit/credit cards**. This surcharge reflects the processing costs incurred and applies only to non-consumer transactions.

Please note: In accordance with the Consumer Rights (Payment Surcharges) Regulations 2012 (as amended), **no surcharge will be applied to payments made using personal debit or credit cards, mobile wallets (e.g. Apple Pay, Google Pay), or other consumer electronic payment methods.**

Conservation Area Responsibility

It is the responsibility of the customer to determine whether their property is located within a conservation area and to inform us accordingly when requesting a quote.

Termopane Windows LTD is not liable for verifying the conservation status of the property. Any necessary permissions or consents required for installations in conservation areas must be obtained by the customer prior to the commencement of any work.

Survey:

1. The agreement is conditional upon our full survey and measurements of the estimated works.
2. The survey is arranged after a Deposit is paid and is for the only purpose of carrying out the installation and our company does not take responsibility for the structural integrity of the existing foundations and structural elements to the building that the products may be installed on. The cost for carrying such works before, during or after the installation is the customer's own responsibility.
3. Any asbestos removal that is required before, during or after our products are installed must be carried out by a specialist contractor and the removal certified and this cost is not covered by this contract
4. We will ask customer to provide wall to wall dimensions of windows or doors with a photo of the window, we will provide the initial quotation based on these dimensions. Full survey is charged £200.00+vat **non-refundable**, this can be taken off the final bill when customer goes ahead with the order.
5. You must allow our surveyor access to your premises for inspection on agreed date.
6. If the surveyor advises us the installation is not feasible by any reason, we will notify you in writing and the agreement will come to an end without further obligation

Delivery:

1. Termopane Windows LTD will not be liable for any delays beyond its control and customer will have no claim or recourse against our company for unavoidable circumstances (sickness, transportations delays, weather, rejection of products due to our quality control)
2. We do not cover any consequential loss due to these delays (ex if crane is hired for the day, we will not cover the cost for this if order is delayed)
3. Whilst we try to ensure installation takes place on the indicated date, this is an estimated date only. We will endeavor to notify you at the earliest opportunity if the installation will be delayed.
4. Installers experience unforeseen problems sometimes which mean the estimated time for completion of the installation is overrun. Please note that these matters are outside our control.

Installation:

1. While we take great care in carrying out installations, we cannot accept liability for any pre-existing electrical wiring, gas pipework, cables, joints, valves, or associated infrastructure that may be affected during our work. To ensure safety and prevent potential disputes, we strongly recommend that customers arrange for a qualified electrician to inspect and document the condition of all electrical components before and after installation.
2. Where gas pipework is present, customers must arrange for a qualified Gas Safe engineer to inspect the system and, where necessary, **divert any gas pipe that currently runs through or obstructs the door opening** prior to our installation. A written report from the relevant certified professional(s) will provide clarity on any pre-existing issues and confirm the integrity of the electrical and gas systems post-installation.
3. During the installation there will be some disturbance and dust. All items from around the working area including furniture, ornaments, plant pots, electrical goods blinds and curtains should be removed by the customer before installation.
4. We cannot accept responsibility for damage to any of your possessions left in the room or in the area we are working. We do not take down or re-fit curtains or blinds to your windows or disconnect or reconnect any alarm systems to your doors or windows.
5. We must have access to a standard electricity supply.

6. Customers, visitors, their children or pets must keep clear from working areas for health and safety reasons. It is the customer's responsibility to ensure this happens.
7. It may be impossible for our surveyor to detect any structural instability or defect in your property. We will not be liable for any damage resulting from existing structural or other defects in your property. If we have to alter the installation due to structural issues and additional charge may apply.
8. Should there be any damage caused by external brickwork due to any defect (like no supporting lintel) the customer will be liable for any repair work and costs.
9. Termopane Windows LTD cannot undertake to remove intact any existing glass, frames or secondary double glazing units or guarantee to remove or replace existing secondary double glazing units without causing damage.
10. All materials removed during the course of installation will be cleared from site and cannot be retrieved thereafter. If customer wants to keep any materials this has to be stipulated on the contract.
11. The Customer is responsible for ensuring that the supply and fitting of the goods complies with every applicable statute, planning permission and building regulation and/or direction of government, local or other authority. This means that the customer has the necessary consent for the installation to take place.
12. Price for Sash Windows (Vertical Sliders) excludes making good interior (to be done by others)
13. Unless expressly stated in writing, the internal timber or plastic window cill is not included in the quoted installation works and remains the customer's responsibility to repair or replace.

Glass:

1. Termopane Windows LTD shall not be liable for any claims from distortion vision, optical phenomena such as Brewster's fringes or Newton's rings, cosmetic blemishes, minor abrasions or similar imperfections due to glass manufacturing processes outside our control.
2. Customer will not be entitled to reject units incorporating toughened glass which viewed from certain angles and in certain light conditions will show the inherent physical but unobtrusive colored stained effect.
3. Glass is hermetically sealed double glazed units and will comply to the Visual Quality Standard of the Glass and Glazing Federation
4. The fitting of double glazed units will not itself eliminate condensation. This is dependent upon the environment within the property. We cannot guarantee condensation in your property will be eliminated.
5. The layout of Georgian or Lead double glazing will be at the discretion of the glazing manufacturer unless a specific layout has been agreed in writing with the customer in which case the specific layout will be recorded in the order.

Warranties and Exclusions:

1. The warranty will commence at the date of installation. However, any liability under this warranty will not arise unless and until the entire contractual price has been paid. Warranty does not extent outside the UK.
2. UPVC frames carry Manufacturer's 10 year Guarantee
3. Glass sealed units carry the Manufacturer's 5 year Guarantee and glass units with at least one piece of 6mm glass (or thicker) or over 180 kg in weight, these will be subject to a 2 year commercial glass warranty
4. All hardware (lock, hinges, handles etc) carry the Manufacturer's 1 year Guarantee
5. All panels carry the Manufacturer's 1 year Guarantee

6. We will not be liable to you for minor imperfections, loss of your time, loss of use, inconvenience or any other loss or damage consequential or otherwise.
7. All moving parts (Hinges, Locks etc) must be regularly lubricated with 3in1 oil or similar to eliminate future problems
8. We are not liable for any crack in the plaster, scratches or breakage of glass after installation, damage or faults due to accidents, misuse, neglect or attempted forced entry, scratches and marks due to general wear and tear, premature failure of materials due to the customer failing to carry out adequate product maintenance.
9. The guarantee will be invalidated immediately should the product show evidence of impact, mishandling or tampering, unnatural chemical corrosion or use contrary to its intended purpose
10. Moderate colour fading resulting from exposure to normal atmospheric conditions (sun, rain etc.) are not considered defects and therefore not covered by the warranty
11. Damages caused by attempts to repair or re-finish the frames will void the warranty.
12. Acts of nature including wind damage and flooding are not covered by the warranty.
13. By ordering any of our services or products, you acknowledge and agree the use of before and after pictures for promotional purposes. Unless we receive a written refusal from you prior to the placement of your order, you grant us the right to utilize photographs and videos showcasing the transformation of your project on our social media platforms and in advertising materials. These images may include, but are not limited to, visual representations of the work performed, progress shots, and final results. We assure you that any information shared will be used responsibly and with the utmost respect for your privacy. If you wish to opt-out of this provision, please provide a written refusal to the use of such images for promotional purposes at sales@termopanewindows.com . We value transparency and are committed to ensuring that your preferences are respected throughout the course of our engagement. A copy of our Privacy Policy can be provided upon request.

Manufacturer's Warranties :

CORTIZO ALUMINIUM SLIDING DOORS

- 10 year warranty - Inner and outer frame discolouration, but not from fading (from date of order)
- 10 year warranty - panels are guaranteed against dent, rot, crack, buckle or distortion (we are not liable for general and natural wear and tear)
- 5 year warranty - Hardware (including hinges, locks, cylinders and rollers, we are not liable for general and natural wear and tear)
- 5 year warranty - Glass units free from obstruction of vision arising from deposition of moisture or deterioration of inner glass (subject always to such units being maintained correctly) , glass units with at least one piece of 6mm glass (or thicker) or over 180 kg in weight, these will be subject to a 2 year commercial glass warranty
- Please note that low rise aluminium thresholds have no weathering guarantee
- Please note - standard colours are white, anthracite grey & black. Paint on non standard colours are not covered by any warranty

KORNICHE ALUMINIUM BIFOLD DOORS

- 10 year warranty - against flaking, corrosion , including micro corrosion
- 10 year warranty - resistance to UV radiation, fading or tarnish greater than the tolerances determines by GSB/Qualicoat
- 10 year warranty - Adhesion between thermal break and profile (the profile should be painted)

- 10 year warranty - Retention of the thermal and mechanical characteristics of the thermal break, within scope defined in technical specification
- 10 year warranty - Deformation
- 10 year warranty - Sealants
- 5 year warranty - Connecting Accessories
- 5 year warranty - Moving parts
- 5 year warranty - hardware - rollers, guides, hinges, shoot bolt locks, handles & magnetic door holders
- Please note - standard colours are white, black, anthracite grey & agate grey. Paint on non standard colours are not covered by any warranty

UPVC Panels are Manufacturer Guaranteed as follows:

1. The colour fastness of white PVC-U products is guaranteed for a period of 10 years from the date of manufacture in accordance with the sheet extruders warranty, the details of which are available upon request.
2. Wood grained and colour grained PVC-U products are guaranteed for a period of 5 years from the date of manufacture in accordance with the sheet extruders warranty, the details of which are available upon request
3. All panels particularly, but not exclusively, foiled panels are subject to thermal movement and may have a degree of bow (up to 10mm) however usually recover when fitted. Such bows are deemed to be acceptable

Warranty Claims:

The customer must notify Termopane Windows Ltd in writing within thirty (30) days after such defect either appears or should have been discovered after the exercise of reasonable diligence.

Failure of the claiming party to notify Termopane Windows Ltd within such period shall automatically relieve Termopane Windows Ltd of all responsibility and or liability.

To be admissible, the guarantee claim must be accompanied by a copy of the original Termopane Windows LTD invoice paid in full, with information regarding location of the installation.

Please note: Toughened glass may contain invisible impurities and may result in spontaneous breakage after installation. Termopane Windows Ltd therefore recommend for all Toughened glass purchased to be Heat Soak Tested to reduce such incidents. The buyer shall recognize that even after HST there still remains a risk of failure that Termopane Windows Ltd are not liable for.

Warranty will become void if any of our products (frame, glass, hardware etc) are tampered with.

Cancellations:

After the agreement is signed you will not be able to cancel it without our prior written consent. There is a 14 days cooling-off period in which you may cancel if no frames have been cut and no glass has been ordered. If customer wants to cancel an order, customer acknowledges that we have lost time and money spent on his order up to the time at which customer cancels and accordingly we reserve the right to charge a cancellation fee which is sufficient to cover our Company's cost of materials, expenses and handling charges to the date of cancellation.

Card machine refunds usually take between two to five working days to show up on the customer's account. However, some refunds can take up to 30 days to be processed, depending on the customer's bank, the type of card they used, and the country the card was issued.

Should you wish to cancel the job after deposit has been paid and survey carried out but no materials were cut, we will refund the money minus survey fee which is £200.00+vat (example: if deposit of £1500.00+vat was paid as deposit, we will refund £1300.00+vat)

Deposit and Acceptance of Terms:

Payment of a deposit by the Customer constitutes acceptance of the Quotation and these Terms and Conditions and confirms the formation of a binding contract between the Customer and the Company. By submitting a deposit, the Customer acknowledges that they have read, understood, and agreed to all clauses outlined herein.