

1. INTERPRETATION

- 1.1 Goods - Materials as defined by the Order Confirmation document, which Alpine Aluminium Limited contractually agrees to supply from the pre-defined commencement date.
- 1.2 Services - Services & provision of as described in the Order Confirmation document, which Alpine Aluminium Limited contractually agrees to supply from the pre-defined commencement date.
- 1.3 Purchaser - Person, company or other organisation who places the order with Alpine Aluminium Limited or contracts Alpine Aluminium Limited for any goods and services
- 1.4 Terms: the terms and conditions set out in this document.
- 1.5 We/us: Alpine Aluminium Unit 6, Hawthorne Court, Hawley Park, Morley LS27 0BN
Headings do not affect the interpretation of these Terms.

2. BASIS OF SALE

- 2.1 We consider these Terms, our quote in respect of the Services, and the Order to set out the whole agreement between you and us for the supply of the Services. These Terms only apply to our contracts with consumers.
- 2.2 Please check that the details in these Terms and on the Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. Any advice or recommendation given by us or our employees or agents which is not confirmed in writing by us is followed or acted on entirely at your own risk.
- 2.3 You are responsible for the accuracy of the terms of the Order and for providing us with any information required for us to undertake the Services. We strongly recommend that you utilise our professional in-house installation service, and that you allow one of our company surveyors to measure all specifications prior to commencement of manufacture of the Goods. 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 for the Services.
- 2.4 Please ensure that you read and understand these Terms before you sign and submit the Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.4.
- 2.5 Any samples, drawings or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Goods and Services they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Services.
- 2.6 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.
- 2.7 These Terms shall become binding on you and us when:
- 2.8 We issue you with a written Order Confirmation, following your acceptance of these Terms and our quote in relation to the Services; or
- 2.9 We receive payment from you of a deposit, in accordance with clause 7.6.1; or
- 2.10 We notify you that we are able to provide the Services, whichever is the earlier, at which point a contract shall come into existence between us.
- 2.11 Any quotation for the Services is given on the basis that a binding contract shall only come into existence in accordance with clause 2.4. A quotation from us shall be valid for a period of 60 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.
- 2.12 We shall assign an order number to the Order and inform you of it in the Order Confirmation. Please quote the order number in all subsequent correspondence with us relating to the Order.
- 2.13 Where you are entering into this Agreement as a domestic and private consumer, you may within 7 calendar days of placing an Order amend or cancel this Order by providing us with written notice. If you amend or cancel this Order, then subject to clause 7.6 your liability to us shall be limited to payment to us

of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation. However, where the amendment or cancellation is due to our failure to comply with these Terms you shall have no liability to us for it. Where this Agreement is entered into on a business to business basis, we reserve our right to claim loss of profits resulting from any cancellation by you.

- 2.14 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled.

3. QUALITY OF SERVICES

- 3.1 Guarantees - The following warranties are given by us in respect of Goods installed as part of our Services.
- 3.2 Aluminium Products - Aluminium frames are guaranteed against distortion and joint failure for fifteen years from the date of delivery or installation.
- 3.3 Glazing - Glazed sealed units are guaranteed against failure that would render them not fit for purpose valid for up to fifteen years from the date of delivery.
- 3.4 Alpine Aluminium Limited adheres to guidelines set out by the Glass and Glazing Federation (GGF) for quality and clarity on glass and these will be adhered to when inspecting the quality of our glass units.
- 3.5 Uni-blinds - Uni-blinds are guaranteed against defects for a period of five years from installation. Any glass units that contain Uni-blinds will only be subject to a five year guarantee and the glass guarantee will be superseded by the Uni-blind guarantee.
- 3.6 Locks and Hinges - Locking mechanisms and hinges, and other moving parts, are guaranteed against failure for fifteen years from the date of delivery where it cannot be reasonably determined that improper use has taken place.
- 3.7 General Wear and tear resulting in cosmetic damage to the handles is not covered by this warranty.
- 3.8 Installation Services - Alpine Aluminium Limited warrant that, where we have provided installation services: At the discretion of Alpine Aluminium Limited, we shall repair or replace any faulty components and moving parts, and remedy any labour faults which in accordance with the Sales of Goods Act 1979, can be reasonably defined as not fit for purpose, for a period of fifteen years from the termination date of installation; whereby the remaining balance of monies owed to Alpine Aluminium Limited is settled no further than fourteen days from the aforementioned termination date.
- 3.9 Powder Coating - Powder coated products are guaranteed for a fifteen year period for paintwork, against fading or corrosion.
- 3.10 Fensa - Where the goods installed are the replacement of existing windows and doors, we will issue a Fensa guarantee. Any new build, extension or new opening created will be installed by a Fensa certified installer but not eligible for a Fensa guarantee as this is covered by building control.
- 3.11 Warranty Conditions - All claims should be notified to us at info@alpinealuminium.co.uk. You should do so promptly and in any event within seven days of noticing any failure for the avoidance of any delays in the action of your claim.
- 3.12 The agreement to the undertaking of this guarantee is only validated from the commencement of the date with which no outstanding monies are owed to Alpine Aluminium Limited.
- 3.13 The agreement to the undertaking of this guarantee is entered into on the basis that all goods supplied will be maintained as per Alpine Aluminium Limited's guidance.

Transfer

- 3.14 Alpine Aluminium Limited agree at our discretion to issue the transfer of guarantee's to new owner's upon receipt of written instruction and exclusively in the eventuality that all pre-defined stipulations have been adhered to & shall be thereafter. £250.00 + VAT is charged for this service.

4. PROVISION OF SERVICES

- 4.1 We will use all reasonable endeavours to perform the Services on the dates set out in the Order. Dates and times quoted for delivery and/or installation of the Goods are estimates only, and time for completion of the Services is not of the essence.
- 4.2 We will make every effort to complete the Services in accordance with the dates identified in the Order, but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible. In the event of delay, we will agree with you in advance a date for commencement of the Services.

- 4.3 We may have to suspend the Services if we have to deal with technical problems, or to make improvements to the Services. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 4.4 It is your responsibility to arrange and pay for adequate parking for our vehicles at the Property. You will be responsible for payment of our reasonable costs arising from any failure by you to comply with this requirement, including storage costs and further delivery charges in the event that it is necessary for delivery to be re-arranged to take place on an alternative date.
- 4.5 Where the Services are for the supply only of Goods, you must ensure that there are at least 2 people present at the Property who are able to accept delivery of the Goods and to unload these from our delivery vehicles. Drivers of our delivery vehicles are not insured to unload the Goods. You accept all risk associated with the unloading of the Goods.
- 4.6 If you fail to take delivery of the Goods or fail to give us adequate instructions at the time stated for the Services to be undertaken, you will be liable for our reasonable costs incurred as a result. This includes storage costs in respect of the Goods, and also further delivery charges which we may seek to raise.
- 4.7 Where the Services are for the supply only of Goods, then if it is agreed that you will collect the Goods you shall be responsible for the size, weight and positioning of any load on your vehicle, and shall fully indemnify us for any claims or actions arising therefrom. You accept all liability for any damage arising from you collecting the Goods yourself or through a third party appointed by you.
- 4.8 You must notify us of any claim for short delivery and/or damage to the Goods within 7 days of delivery and confirm such claims in writing to us and shall, upon request, provide documentary evidence such as photographs showing the damage alleged. All Services are deemed to have been adequately completed if such notice is not received within this period.
- 4.9 You are responsible for ensuring adequate conditions are provided at the Property to enable the Services to be undertaken and to ensure that either you or someone on your behalf is present on site to meet our installation team and give instructions including details as to the finished floor level and to inspect the finished installation.
- 4.10 One visit to the Property is allocated to carry out the installation of the Goods. If further visits are required due to your fault or your failure to comply with these Terms then we will seek to agree a reasonable additional charge for this with you. Where we are unable to reach agreement, we will impose a reasonable additional charge which will include travel, accommodation (if necessary), expenses and labour costs.

5. DEFECTIVE SERVICES

- 5.1 In the unlikely event that the Services do not conform with these Terms, please let us know as soon as possible after we have carried them out. We will (at our option):
- .1 provide you with a full or partial refund, depending on what is reasonable and/or appropriate in the circumstances; or
- .2 re-perform the Services.
- 5.2 These Terms will apply to any replacement Services we supply to you.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Services will belong to us absolutely.
- 6.2 Where you are entering into this Agreement as a consumer, you may not use the materials, documents or other items detailed in clause 6.1 for any commercial purpose.

7. PRICE AND PAYMENT

- 7.1 The price of the Services will be as set out in the quotation we provided to you (subject to clause 2.5).
- 7.2 Quoted prices are exclusive of VAT, delivery and installation costs, unless otherwise stated. You will be liable to pay VAT in respect of the Services at the rate current at the date of your Order being entered into.
- 7.3 Additional charges for the provision of the Services which, in our sole discretion, are required as a result of your instructions or lack of instructions, or due to any other cause attributable to you, will be payable by you. We will endeavour to notify you of these additional charges as soon as possible after the event(s) giving rise to your liability to pay them.

- 7.4 Deliveries made or work undertaken at your request on public holidays and/or outside of normal working hours, being 7:00am to 5:00pm Monday to Friday, will be subject to additional charges. Information regarding these additional charges can be obtained from us on request.
- 7.5 We reserve the right to change the Price, by giving you notice at any time before delivery, to reflect any increase in the cost to us of the Services due to matters beyond our control, including, without limitation, changes in exchange rates, alteration of duties and increases in the cost of materials. You may cancel the Order within 7 days of receiving such notice. If you cancel this Order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your cancellation. In the case of bespoke goods, you will be liable to pay the full wasted cost of the Goods.
- 7.6 Payment is due in accordance with the following:
- .1 Where the Services are for the supply and installation of Goods, a non-refundable deposit of 20% of the price is payable upon the Order being placed, prior to the manufacture of the Goods; 75% of the price is required, in cleared funds, 7 days prior to installation; and 5% of the Price is payable on completion of the Services.
 - .2 Where the Services are for the supply only of Goods, then in the case of Goods sourced from within the UK a non-refundable deposit of 25% of the price is payable on placing your Order and 75% is required, in cleared funds, 7 days prior to delivery;
 - .3 Where Goods are imported from abroad, a non-refundable deposit of 50% of the price is payable on placing your Order and 50% is required, in cleared funds, 7 days prior to delivery and or installation.
- 7.7 If you do not make any payment due to us by the due date for payment (as set out in clause 7.6), we may charge interest to you on the overdue amount at the rate of 8% a year above the base rate of The Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.
- 7.8 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services irreversibly or any other outstanding Order until you have paid the outstanding amounts. Absence of complete settlement of all monies relating to the order 14 days post completion of install, will result in formal rescindment of contract & voiding of all warranties, whereby we are in receipt of a signed (as approved) installation note.
- 7.9 Clauses 7.8 and 7.9 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.
- 7.10 You will be liable to pay all legal costs and expenses incurred by us in seeking to recover outstanding payment(s) from you.
- 7.11 Where the payment schedule relating to an invoice is required to be staged, we will honour the same percentage apportionment on the individual phases of goods being delivered/installed. This will without exception be maintained providing phase payments are at cleared funds stage by the date specified by us. In the event payments do not enter cleared funds stage by the scheduled date, we will require 50% payment up front before commencement of manufacture of any following stage(s)

8. LIMITATION OF LIABILITY

- 8.1 If either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result directly from the failure to comply with these Terms at the time we entered into this contract with one another, in which case our liability to you will be subject to a cap of £150,000.
- 8.2 Where you are entering into this Agreement as a consumer, you agree not to use the Services for any commercial, business or re-sale purpose.
- 8.3 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.4 We will make good any damage caused by us in the course of installation or performance of the Services at your Property (excluding any painting or re-decoration). However, we are not responsible for the cost of repairing any pre-existing faults or damage to your Property that we discover in the course of performing the Services.
- 8.5 This clause does not exclude or limit in any way our liability for:
- .1 death or personal injury caused by our negligence; or
 - .2 fraud or fraudulent misrepresentation; or
 - .3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - .4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).
- 9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- .1 strikes, lock-outs or other industrial action; or
 - .2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - .3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - .4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - .5 impossibility of the use of public or private telecommunications networks.
- 9.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

10. TERMINATION

- 10.1 As regards any installation or surveying services that we agree to provide as part of our Services, you may not cancel an Order for such services if we have already, with your agreement and/or knowledge, begun to perform those services.
- 10.2 Where the Services involve the installation and/or supply of Goods that are made to measure to suit the specific dimensions and requirements of your Property, in the event that you terminate this Order after manufacture of those Goods has commenced you will be liable to pay us the full value of the Goods as well as our reasonable costs incurred up to the date of notice of termination being received. You will also be liable to us for any loss of profit caused by your termination, other than as provided for in this Agreement.
- 10.3 Where the Services involve the supply of Goods that are standard in dimension and are not produced subject to the specific dimensions of your Property, and you have bought the Goods under a distance contract (as defined in the Consumer Protection (Distance Selling) Regulations 2000), you may cancel the Order up to 7 calendar days beginning the day after you receive the Goods. You will be liable to pay us our reasonable costs incurred up to the date of notice of termination being received.
- 10.4 In the event that you terminate this Order in accordance with clause 10.3 after delivery of the Goods to your Property you must return the Goods to us at the address identified at clause 1.1 as soon as is reasonably practicable and at your own cost. You must keep the Goods in the condition in which they were delivered.
- 10.5 Termination will not affect either party's outstanding rights or duties, including our right to recover from you any sum owing to us under these Terms.

11. ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms. Where you wish to transfer any of the warranties referred to at clauses 3.5 and 3.6 to a subsequent owner of your Property, this will be subject to a charge of £350 plus VAT. This charge will include us inspecting and servicing the Goods.

12. NOTICES

All notices sent by you to us must be sent to us at the address identified at clause 1.1 and/or the email address that is identified to you in the Order Confirmation. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

13. DATA PROTECTION

- 13.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.
- 13.2 You acknowledge and agree that we may pass your details to credit reference agencies.

14. GENERAL

- 14.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 14.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 14.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 14.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.
- 14.5 Nothing in these Terms shall affect your statutory rights.

15. DISPUTES

- 15.1 In the event of any dispute arising either during the course of or subsequent to completion of the Services, you will not be entitled to withhold payment in excess of an amount representing the reasonable cost of the work required to rectify or replace any allegedly defective works which are the subject of the dispute.