

Terms and Conditions of Sale

1. Definitions of the conditions:

- a. "The goods" mean the goods agreed to be sold and as described on quotation/order and invoice form.
- b. "The Customer or you" mean the person, firm or company to whom any quotation is addressed or with whom any contract is made.
- c. "The Company or We or us" mean Fibretech Fabrications LTD.
- d. "The place of delivery" mean the actual place indicated on the contract or quotation agreed at this stage.
- e. Where goods are supply and deliver only, instalments are stated in the quotation and agreed on quotation.

2. Quotation/Estimated quotation:

- a. All our quotes are bespoke to customer requirements. Made to customer requirements.
- b. We have based our quotation on the plans, drawings, or discussion on initial survey
- c. We have based our quotation on the information given, and that the customer if required, obtained all relevant building regulations and are conforming to them.
- d. If specifications requested by the customer, we cannot manufacture, (E.g., Too large or too small), we will advise and reserve the right to modify or change system to compromise, but always conform with building regulations and health and safety. The customer will be notified if any changes are/or need to be made. It will be the customers responsibility unless already stated in the quotation to make sure the alteration meet requirements i.e., use of structural engineer if required. If required we will obtain the advice and guidance of a structural engineer, additional fees may occur if not included or asked for at the quotation stage.
- e. Should any specification change or incorrect, please notify us immediately for re-tendering.
- f. All quotations and delivery/installation dates are tendered in good faith on the assumption that materials and labour will be generally available and current workload. In an event of our suppliers or labour being interrupted by strikes, lockdowns, fire, war, act of nature or any other contingencies beyond our control, there may be a delay or suspension of orders.
- g. Quotations are valid for 30days. After this date, all quotes will be re-priced accordingly, unless otherwise stated on the estimated quotation given.
- h. We endeavour to keep prices down as much as possible and work hard to make quality goods at competitive prices.

3. Order Acceptance:

- a. Our orders are based on bespoke design and sizes. As per customer requirements.
- b. Any conditions printed and written on customer's official orders are taken into consideration at the quotation stage and all orders are accepted on the understanding of compliance with our terms and conditions of sale.
- c. Before manufacture, colour, size's, design and all other specifications must be checked by customer prior to order, if we are to manufacture solely on the specification given at time of quotation, and if survey in not conducted or required by us.
- d. The customer must carefully read through the Contract of Sale, Order Acknowledgement and the terms and conditions of sale. Sign and date to accept the order as per above, and as per contract of sale states, make a deposit at time of order before goods go into manufacture.
- e. Any orders or changes to order verbally must immediately be confirmed in writing otherwise we cannot accept responsibility for wrong interpretation of instructions or delay in manufacture of order.
- f. On all orders and changes an acknowledgement will be given to the customer to check, sign and date.
- g. The customer will need to understand that after manufacture has commenced any alterations have been requested, this may not be possible without incurring an additional charge or delay to order.
- h. All orders must be signed and dated before any goods is manufactured or ordered. This will be contract of sale documents on installations to order acknowledgements. All documents must be hand signed and dated or if electronic document sent, an electronic signature will be accepted. With larger companies, we will except and email with attached order asking for order to commence as a signed order, but this will need to be prearranged with us in advanced and the order or quote ref number stated in emailed order acceptance.
- i. On all orders accepted, all paperwork required for order must be signed within 5 working days from date on paperwork and return to Fibretech Fabrications along with deposit payment made within this time. If order paperwork (i.e., Contract and order acknowledgement) is not signed and deposit not paid, Fibretech has the right to cancel the whole order. Please note, if order is cancelled and customer wishes to proceed at a later date, Fibretech has the right to re-price job before going to order. Prices may vary. Fibretech will email or write a letter before cancelling to give customers the chance to update and discuss with Fibretech any issues. If after 5 working days, Fibretech still reserves the right to cancel order instead of holding.
- j. All orders delivery/installation dates are taken in good faith on the assumption that materials and labour will be generally available and current workload. In an event of our suppliers or labour being interrupted by strikes, lockdowns, fire, war, act of nature or any other contingencies beyond our control, there may be a delay or suspension of orders. Whilst we will make every effort to delivery/install as per time scales given, we will not be responsible for any loss or damage sustained the customer as a result of any event beyond our control.

4. Cancellations for above bespoke orders as per customer requirements:

- a. Customers have Five working days to cancel an order if we manufacture and install an order, will be accepted without prejudice. After this time cancellation will be refused without prejudice and full payment of costs, labour, plant etc (list not exhaustive) must be paid for in full.
- b. All cancellations must be in writing/email, details of address and telephone numbers in under section 18.
- c. Verbal cancellations will have to be confirmed with a letter or email stating reason for cancellation within the above time scales. Contact details in Section 18.
- d. The customer must understand that once an order has been started to be manufactured or purchased or powder coated/foiled, work or goods in progress must be paid for in full even if cancelled during the acceptance stage.
- e. If we cancel the contract, we will contact you in writing and you will receive the whole amount of the contract paid as a refund with no prejudice and without a further liability attaching either party.

5. Survey/Installations/Access:

- a. We only survey on jobs we manufacture and install. Manufacture only jobs, will be the responsibility of the customer to give correct designs and sizes etc.
- b. Following an order for an install, we make a mutual appointment for our qualified surveyor to attend installation property for measure to begin manufacture and order.
- c. You agree to provide access to enable survey/installation and/or delivery of goods
- d. A mutual date and time will be arranged for said survey/installation and/or delivery.
- e. You agree to ensure that the site/property is kept clear and allow access to enable work to be carried out as per contract. This will be during normal working hours unless other agreed in advanced prior to order.
- f. You allow access to an electrical and or/water source if required without charge.
- g. If any alarms, wiring, water etc need removal or re-fitting please see clause 9a
- h. In the event further work is required to complete installation, (e.g., snagging, or work under guarantee), you agree to provide such reasonable access as we may require enabling work to be carried out during normal working hours.
- i. We will gather before, during and after on all jobs, photographic data throughout the stages of installation and include to undertake our final inspection to confirm compliance of order delivery and practical completion, including any snagging and/or remedial items necessary at this stage. Some of these images may be used for marketing purposes.
- j. You may be asked to check and sign at end of each day with the installer, to check goods are all ok when they leave site/property at all stages.
- k. We duly agree at this stage for you to withhold a commensurate retention sum/amount relative to any outstanding snagging and/or remedial works upon practical Completion, though at practical completion stage the final balance will be due for payment, with any retention monies due upon agreed sign off snagging/remedial works carried out where and if necessary. This must be agreed by both parties.

6. Standard manufacture specification, fixtures and fittings exclusions and inclusions:

Aluminium:

- a. All aluminium glazing beads are square cut unless otherwise noted in the contract.
- b. Unless otherwise indicated on quotation, estimated quotation or order acknowledgement, all aluminium goods will have standard powder coating, finish and thickness. Nonstandard coatings finishes and thickness may incur additional costs and lead times.
- c. To ensure whole order is of same batch and to prevent surcharges, orders will be placing all together.
- d. Small orders will occur surcharges, especially if job requires orders in drips and drabs, or additional items are added after order has been placed.
- e. Colour matching over different batches/phases cannot be guaranteed nor can we colour match uPVC and aluminium.
- f. All gaskets are black in colour.
- g. Hardware colour is defaulted to silver unless otherwise requested or stated on quotation/estimated quote or order acknowledgement. Any specialised hardware e.g., marine grade, this will have to be specified on quotation or order stage. If required additional costs will occur.
- h. Standard door and casement window hardware gearing will be used.
- i. Unless specified on quotation/estimated quote or order acknowledgement restrictors and trickle vents are not included in price. If required additional costs will occur.
- j. All glazing is 28mm (4/20/4) Planitherm units, thermal spacer and argon filled. Unless otherwise requested or stated on quotation/estimated quote or order acknowledgement. Type of glass (Float/ Toughened/ Laminated/Patterned etc) will be stated on quotation/estimated quote or order acknowledgement.
- k. Unless requested or stated on quotation/estimated quote or order acknowledgement, any bespoke and/or site-specific aluminium or similar pressings that may form part of the final and finished installation is not priced. If required additional costs will occur and possible delay in order.
- l. If any bespoke and/or site-specific aluminium or similar pressings is required, colour matching cannot be guaranteed.

uPVC:

- m. All uPVC is priced using Selecta Advanced 70 profile. Unless otherwise stated at time of ordering Chamfered on both white and foiled profiles for manufacture and installation order.
- n. All our uPVC is fully reinforced with either steel or RTR reinforcing unless otherwise requested or stated on quotation/estimated quote or order acknowledgement.
- o. On uPVC foiled, we will always do our best to advise on, if colour is suited to where the item is being requested. If you still wish to continue with foiled after advice given on how the uPVC could expand in the heat etc; we will do everything we can in reinforcing and help prevent any issues occurring after installation. We will not be responsible or replace if issues occur. If any replacements or repair are necessary, costs may occur.
- p. Standard hardware used to include door locks, window hinges and espag rods.
- q. All glazing is 28mm (4/20/4) Planitherm units, thermal spacer and argon filled. Unless otherwise requested or stated on quotation/estimated quote or order acknowledgement. Type of glass (Float/ Toughened/ Laminated/Patterned etc) will be stated on quotation/estimated quote or order acknowledgement.
- r. All items will be internal glazed with scotia bead as standard unless otherwise requested.
- s. In relation to uPVC good we supply; the warranty of the goods will be covered by third party manufacturer's warranty. Available on request.

7. Date of delivery and/or installations:

- a. Delivery / installation is based on our scheduled delivery and installation arrangements and conditions.
- b. The date or dates of delivery or installation quoted or agreed by the Company are given in good faith but without obligation/prejudice.
- c. We will not be liable for any loss, damage or delay due to failure of the Company for any reason whatsoever to deliver or arrange for the delivery / installation of goods on or by the date or dates of delivery/installation.
- d. If we are hindered or prevented from obtaining transporting, delivering, installing or arranging for the delivery or installing the goods due to war, strikes, riots, road accidents, weather conditions or any other cause whatsoever beyond the control of the company, the time for the delivery or installing we will extend accordingly, and a new date or dates will be arranged.
- e. Delivering of goods will be, to the arranged address at time of ordering only. If change of location is required, we reserve the right to change delivery date and or the customer may incur a delivery charge.
- f. Installations and deliveries will be during normal working hours, including deliveries required prior to installations, unless otherwise arranged with us or the customer.

8. Removal of existing windows & Doors/decoration:

- a. Existing windows and doors may be necessary to be removed before works can commence
- b. All frames will be removed from site and disposed of safely unless customer asked at time of survey/order for the frames to be held back for their own use. This must be asked at this time and documented in writing.
- c. We cannot guarantee that we can remove windows and doors so that they can be used elsewhere. If customer asked to, our installers would endeavour to do so.
- d. Silicone sealant and foam that form part of the completed installation are included.
- e. First fix – excludes and internal or external trims and/or cement or similar fillets, internal or external making good and any painting or decorating. Unless agreed otherwise at point of order
- f. Removal and full installation – include as standard any necessary internal and external uPVC trimming and reasonable cement or similar fillets. Unless agreed otherwise at point of order
- g. Removal and first fix – exclude any internal or external trims and/or cement or similar fillets, internal or external making good and any painting or decorating. Unless agreed otherwise at point of order
- h. Any cement and/or similar fillets, we cannot colour match existing.
- i. We do not accept any responsibility for the accidental damage to ceramic tiling during installation of our goods.

9. Additional Works:

- a. Unless otherwise stated in writing and in advanced at time of order, you will be responsible for the removal/alterations if required), of curtains, blinds and pelmets, the lifting and refitting of carpets, the repositioning of telephone, burglar alarms or any other electrical connections/fittings including arials and any gas, water pipes removal/installations to enable our goods to be installed.
- b. Unless otherwise stated in writing and in advanced at time or order, brickwork and plasterwork/render adjoining installation will be made good by our installers providing existing material is in good condition.
- c. We do not accept any responsibility for the accidental damage to ceramic tiling during the normal installation of our goods. We will apply mortar-based coat where special finishes are required externally

10. Prices:

- a) All prices quoted by the Company are subject to change without notice.

- b) Prices quoted include for packing but do not include delivery or fitting unless previously agreed in writing to be made or arranged by the Company, or any goods or works not specified in the contract. For example, if any timber is found to be in a poor condition after removal of window/door/conservatory could not be seen at the time of the survey or sale. The customer can get timber or timbers replaced themselves or by a builder of their choice. The Company can replace the faulty woodwork/timbers at the time of installation, which will involve an additional cost. Or if a customer changes their mind after order has been agreed and materials purchased, the Company as the right to add additional charges on the customer to alter the order to cover the cost of unused materials in the original order.

11. Payment:

- a. Payment will be stated on the order acknowledgement and contract of sale.
- b. Prices will be stated with VAT included in the price unless documentation is provided stating deduction in VAT charges.
- c. Method of payments are Bacs or cash, unless previously arranged with the Company at the contract stage. Cheques are only accepted with prior approval by us and cleared before and manufacturing or ordering takes place.
- d. If customer defaults in payment, The Company may, delay delivery or cancel contract. Cancellations of other orders received from customer may also occur.
- e. Interest charge on any overdue payment at the Bank of England rate of 8% from date completed installation.

12. Liability & Responsibilities:

- a. You agree on signing to work to be carried on the installation property stated on the contract of sale, that you are the legal owner and can authorise works/alterations to be carried out and you have all the appropriate building regulations if required and permits of works to commence.
- b. We reserve the right to verify you are legal owner and that you agree to this and will co-operate with these enquiries.
- c. If you are purchasing good on another party's behalf you must have either power of attorney to sign on owner's behalf or this is a contracted works order e.g. through builder contractors and/or architects for planned works, it will be your responsibility to make sure invoice due is paid on time and in full if you are to sign the order on their behalf.
- d. The customer is responsible for any internal and external decorating after installation is finished unless there has been a written agreement at time of order or contract.
- e. The customer is responsible for removal and refitting of electrical/alarms and telephone cables or any other trade (list not exhaustive), prior to the contract being carried out. Unless there has been a written agreement at time of contract and/or if a sub-contractor is required, customer to pay for the removal /re-fit of the above work to be carried out unless prior arrangement made with us.
- f. The customer must on installation date, make sure all children and pets are safe from harm and personal belongings are removed from installation area while the Company's approved fitters or delivery drivers are working, for their own safety.
- g. The customer must make sure that there is available parking and workspace for the Company's approved fitter or transporters to work. Access to power Supplies for our fitter's will be requested in advance.
- h. On installation of goods, the Company guarantee's our products and workmanship, in respect of the effect of normal weather conditions and usage by the customer.
- i. The customer is responsible for all reasonable measures to maintain the window or door in a serviceable condition, also to adhere to any advice given on completion. (Care and maintenance manuals are provided with the guarantee following installation and available on request).
- j. If liability is to the Company in respect of the goods which were damaged, it shall be limited to the supply of a new part or the making good of the defective part.
- k. If goods have been tampered with or parts changed by another party, guarantee will be void.
- l. Any problem arising from the installation must be in writing and within the guarantee. In event if a claim is invalid, the customer agrees to pay the Company a call out charge for a survey and provision of a report in the sum of £100 or an agreed standard hourly charge as determined by the Company.

13. Retention of Title:

- a. The goods remain the sole and absolute property of Fibretech as the legal and equitable owner until such time as the customer have paid us all sums due under a contract together with all sums due under any other contracts with us.
- b. Until such time the title in the goods passes to the customer, he stores them on his premises separately from his own goods or those any other party and, in a manner, which makes them readily available as our goods.
- c. For the purpose of recovery of our goods, should payment not be made, we shall be entitled to enter upon any premises at a time and date pre-arranged, where they are stored or where they are reasonably thought to be stored and collect them.
- d. Should you prevent this from occurring we reserve the right to take legal action to have the goods returned, this action will result in additional charges. This will be if after several attempts to contact you regarding payment and/or arrangement of collect date being made.
- e. If on recovery of goods, the goods are deemed to be damaged, cost will be charged.
- f. Following installation, if final payment is not made as per signed contract of sale and not written communication from yourself regarding reason why final balance if not made, legal action will be taken to recover monies due if after several times we have contacted you regarding final payment.

Revised April 2023 Ver 1.7

14. Guarantee:

The Company's Guarantee/warranty will be sent out the customer upon receipt of the full balance of the price payable on completion of installation and providing the terms and conditions including care and maintenance has been adhered to. If this are not adhered to warranty will be void.

- a) Guarantee for the aluminium powder coating will be confirmed on order. This will be on request and dependant on location of installation. The warranty of the powder coating will be by a third party and beyond our control. This will be if it develops a fault, due to defective coating.
- b) The aluminium profile we warranty if develops a fault, due to defective. This is from our supplier and will be on the terms of their warranty. The warranty will be confirmed on order.
- c) On uPVC white goods we warranty the profile and workmanship for 10years from date of installation, 5years on woodgrain/foiled.
- d) Glass warranty will be 5years from completion of installation by our installation teams.
- e) Hardware, we warranty for 1 year from installation date.
- f) In case of replacement or repair, the period of guarantee shall extend up to the limit of the original purchase period for 12 months from the date of the replacement whichever is later.
- g) Minor imperfections with the glass, which are outside the scope of the visual quality standards of the glass and glazing federation. The glass we use is of the best quality but may have minor imperfections. You will have the benefit of the warranty of the glass manufacturers where applicable, but we cannot promise a higher standard of glass then we currently provide.
- h) PVC/Aluminium profile. The appearance will be evaluated on the significant surface. The significant surface shall be defined by the customer and is part of the total surface which is essential to the appearance and serviceability of the item. Edges, deep recesses and secondary surfaces are not included in the significant surface. The organic coating on the significant surface shall not have any scratches through to the base metal. When organic coating on the significant surface is viewed at an oblique angle of about 60' to the upper surface, none of the defects listed below shall be visible from a distance of 3 metres: excessive roughness, runs, blisters, inclusions, craters, dull spots, pinholes, pits, scratches or any other unacceptable flaws.
The organic coating shall be of even colour and gloss with good hiding power. When viewed on site, these criteria shall be fulfilled as follows:
 - For parts used outside: viewed at a distance of 5metres
 - For parts used inside: viewed at a distance of 3 metres.
- i) Timbers that you have insisted remains in situ adjacent to the goods installed by our fitters will not be guaranteed.
- j) Damage by any other means, such as subsidence, vandalism or tampering of any kind. Nor on our glass products, if any excessive force or banging and the goods breaking or blowing. Neither will the Company guarantee if the customer installs any product themselves e.g., cat flaps / dog flaps etc.
- k) Damage due to misuse, neglect, forces of nature or lack of maintenance by you will not be guaranteed. (See above liabilities and responsibilities (Section 12)).
- l) Deterioration in finish or other conditions beyond our control window or door handles, hinges, lock strips, door knockers and all other furniture. The manufactures 1-year guarantee on these will only apply.
- m) Gaskets or the build-up of atmospheric debris behind the external gaskets.
- n) Matching stained glass colours or profile RAL colours as these vary from batch to batch.
- o) Any double-glazed units with holes cut for extraction fans or similar.
- p) Condensation is a natural phenomenon and is not caused by double glazed units. We do not guarantee that our goods will reduce or eliminate condensation.
- q) Excludes consequential loss. Fire, thefts, force of nature or loss of earning.
- r) If Invoice is not paid in full on completion. Guarantee will not be valid.
- s) If you sell your property within the guarantee period, we will transfer the guarantee to the new owners for a fee of £100 +VAT. We will only transfer the remaining time left on the guarantee, no additional time. Letter in writing from new owner stating they have taken possession of the property named on this guarantee, within 30 days of buying the property.
- t) If we are installing windows and doors into a new home. We will give the new homeowner the same guarantee on our UPVC and Aluminium as above, only the remaining time on the guarantee from date installation. This transfer will be Free of Charge. The new owners must contact us within 30days of taking ownership of new home and request transfer in writing. If this is not done within 30days, transfer of warranty will be refused, and warranty will be void. Following transfer of details to a new homeowner, the new owner will then comply to all other condition in the T&C's and Guarantee. If new owner, then goes on to sell property on. Section 14, S, must be followed or warranty will be voided.
- u) The customer must notify in writing of any problems or claims arising within 5 working days of discovery. Please use our order number when writing. You can just write to us with the problem or email. Contact details are in section 16. If in the event of a claim being invalid, the customer agrees to pay the Company, for the call out charge for a survey and provision of a report to the sum of £100+VAT, plus costs of repair. The customer will be required to give the Companies installers and surveyors access during normal working hours to inspect the issue.
- v) In case of replacement or repair, the period of guarantee shall extend up to the limit of the original purchase period for 12 months from the date of the replacement whichever is later.

- w) All warranty is dependent on the goods care and maintenance document being adhered to along with any other advice given to prolong the products life and all goods have been installed by our own Company installation team. care and maintenance document are given with warranty paperwork in completion of installation.

We are a FENSA register company in use INSTALLSURE for our insurance guarantees. All installations will be registered with INSTALLSURE, and relevant documents will be sent direct to you from the insurers. FENSA covers the replacement of external windows, doors against relevant Building Regulations in domestic properties on the original footprint of the property where the size or size of rooms have not been altered.

FENSA does not include:

- Cosmetic issues
- New builds/Extensions
- Conservatories
- Conversions of any type e.g., flats to houses [and vice versa]
- Commercial premises
- Listed buildings
- External porch areas
- Detached garages and sheds
- Caravan and mobile homes
- Repair works
- Domestic homes on MOD sites

15. Care and maintenance manual

- a) On completion of the installation. A care and maintenance manual will be sent to the customer.
- b) If any additional care and maintenance is required to the warranty of goods, this will be provided separately.
- c) Customer must adhere to the maintenance of the goods for warranty to be valid. On issue with the goods, it will be the customers responsibility to prove maintenance has been adhered too. If not adhered to warranty will be void.
- d) Care and maintenance updated copies will be on the company website and the customers responsibility to keep updated with and new maintenance procedures.

16. How to contact us:

- a. Fibretech Fabrications Ltd is a Limited company. Companies House no: 9845785
- b. Registered address: Unit E St Cleer Water Business Park, St Cleer, Liskeard Cornwall PL14 6EQ
- c. Email address: for general enquiries sales@fibretechfabrications.com ; for all account enquiries please use accounts@fibretechfabrications.com
- d. Telephone number: 01579 349953
- e. Website: www.fibretech-fabrications.co.uk

17. Making a warranty claim:

- a. To make a claim under the warranty, you must either email sales@fibretechfabrications.com or write to us at: Unit E, St Cleer Business Park, St Cleer, Liskeard, Cornwall, PL14 6EQ with the following information:
- b. Your name and address as shown on the invoice of the goods, with the invoice number, Customer number, date of invoice/order date of installation, full address of the installation of goods; and
- c. Detailed explanation of the faulty or defective good/part; and
- d. Attach/enclose images/photos or video clearly demonstrating the issue
- e. Please include contact information we can get hold of you regarding the claim. A daytime telephone number and email address for between working hours. Our working hours are Monday to Friday 9am to 5pm. Closed lunchtime between 1pm to 2pm. Closed bank holiday and yearly for Christmas shutdown. All will be on our website.