



Trade Terms and Conditions

T: 01392203532 | W: www.fairpriceexeter.com | E: trade@fairpriceexeter.com

- 1. The Company is Fair Price Windows and Doors Ltd.**
- 2. The Customer is the person purchasing and is responsible for all measurements and designs provided.**
- 3. The information which is contained on the website and the Showroom is for general guidance only. The Company makes every effort to ensure that the information and advice is accurate, it is not comprehensive. The information and advice offered should not be relied upon, and expert advice should be sought from an appropriate professional.**
- 4. The Company reserves the right to change or update any website and showroom content, prices or products at any time without prior notice.**
- 5. Imagery used on the website and in the showroom is for illustrative purposes only. The colour and appearance of actual products may differ from those items shown. All images, descriptive matter, specifications and advertising are for the sole purpose of giving and approximate description of the goods. All information should be accurate and as up to date as possible. However, the Company cannot guarantee the reliability or the accuracy of the information. All the actions taken by the user of the website are the responsibility of the individual.**
- 6. All prices are subject to change without prior notice.**
- 7. The Company is under no obligation to provide the product to the Customer at the incorrect or lower price even after the Company have sent the Customer any order confirmation correspondence.**

- 8. All dimensions are to be supplied in Metric.**
- 9. All designs are as viewed from the Outside.**
- 10. Any sizes provided should include the frame, cill, any frame extenders/and on's and couplers required.**
- 11. Orders can be placed by email at trade@fairpriceexeter.com. Before submitting your order, please ensure that you have read these Terms and Conditions. If you are unsure about any part of these Terms and Conditions, please contact the Company for clarification.**
- 12. Upon receipt of your order and payment, confirmation will be emailed to the Customer for checking.**
- 13. All goods must be paid for in full prior to the collection / delivery. We accept all major credit and debit cards. Upon order the Customer must provide the Company with an exact billing and delivery address and telephone number and the address the debit/credit card is registered to. Incorrect information will cause a delay in processing the order.**
- 14. Please take time to ensure our interpretation of your order is correct as stated on your quotation. The responsibility rests with the Customer to notify the Company of any misinterpretations or omissions made. If any details are incorrect please inform the Company immediately by replying to the email confirmation with the missing/incorrect information. The Company will then issue a revised confirmation.**
- 15. The Company will only accept changes to orders if there is still enough time during the manufacturing process to allow this. If the changes can be made the Company will inform the Customer of any changes to the price in writing.**
- 16. The Company reserves the right to cancel any order without prior notice. The Company will email and tell the Customer about any cancellation within 10 working days of the Company receiving the order. If the Company cancels the order, the Company will refund the amount in full and will have no further liability to the Customer.**
- 17. In the event a product is listed at an incorrect price due to a typographical error or error in pricing information, the Company shall have the right to refuse or cancel any order whether or not the order has been confirmed. If payment has been made and the Company subsequently cancels the order, the Company will issue a credit to the value of the incorrect price (including delivery charges).**
- 18. All products are subject to availability and may be withdrawn at any time. If the goods are not supplied for any reason the Company will not charge the Customer for these and the Company will refund any money paid for them. The Company will not be responsible for compensating the Customer for any other losses if the goods are not supplied.**
- 19. The order can be cancelled but as all windows/doors/roofs etc are made to the Customer's specific requirements and cannot be re-sold, all costs incurred by the Company up to the point of cancellation including but not limited to manufacture of**

the goods will be chargeable.

20. Please ensure that all information that is provided to the Company is correct and accurate. The Company cannot accept the return of any bespoke goods due to incorrect information provided by the Customer.

- 2. 21. If you receive goods that are damaged or faulty, the Company will give the Customer appropriate options that may include a repair, replacement or partial refund. The Company will require email of photographic evidence to illustrate the damage or fault. If the Company is not given a reasonable opportunity to rectify any defect, the Customer will not be reimbursed should the Customer choose to rectify the defect themselves or through a third party.**

22. Any time or date specified by the Company as the time at which or date on which goods will be delivered is given in good faith but is given as a provision only and the Company shall not be liable for any loss, damage or expense arising from delay in delivery and/or installation.

23. The Company generally offers a 7-30 working day lead-time. The Company will do all it reasonably can to meet the delivery period advised to the Customer. In the case of unforeseen circumstances beyond the Company's reasonable controls such as weather, traffic or machinery and vehicle breakdown etc, the Company will contact the Customer and agree an alternate date. The Company will try its best to meet the outlined delivery schedule but shall not be responsible for any failure to deliver ordered products within these stated time frames.

24. Our deliveries are one man only and no unloading, moving frames / glass on the site is included.

25. If the Company cannot deliver because the Customer is out or the Company cannot deliver to the curb side, the Company may change for redelivery. The Customer does not have to be present at time of delivery however the Company would require responsible person in the Customer's absence.

26. Upon delivery, the Customer will be required to inspect the goods delivered and sign for receipt in good condition. The delivery driver will not take away packing material and in any case it is essential that you retain this should the goods need to be returned.

27. If an item is defective or damaged before or on delivery, the Company will replace / fix it free of charge. This is in addition to the manufacturer's guarantee.

28. It is the Customer's responsibility to sign for the correct number of items as shown on the delivery note. Any shortages must be notified to the Company within 48 hours from delivery. It is the Customer's responsibility to notify us of any incorrect goods supplied within 48 hours. The Company will not accept liability for goods lost in transit unless the Company are notified within 48 hours from the expected delivery date.

29. Risk in the goods passes from the Company to the Customer upon delivery whether or not a signature of receipt has been obtained.

30. It is recommended by the Company that the Customer does not book installation of

goods until the order has been received and checked.

31. Please check your goods to ensure they are correct size and style, and operate correctly. Please do not begin the installation if you are unhappy with any part of the supplied item.

32. Any shortages or damages must be reported within 48 hours of delivery. Any items reported missing or damaged after this time will be deemed as chargeable.

33. The Customer will allow the Company a reasonable amount of time to arrange the delivery of new parts prior to the installation. In this instance, reasonable time would typically be within one to two weeks assuming that the replacement parts are in stock. However, if the Company has to order the parts to be manufactured then the time frame will be longer.

34. The Company cannot accept the return of goods that are damaged after delivery where this is due to the negligence of the Customer, the Customer's installation contactor or other third party.

35. Always check the size of your new framework against your old frame before removing the frame.

36. A product cannot be returned when it is subsequently found to be unsuitable for any reason such as (but not limited to):

- The dimensions of the product are too large/small to fit in the intended opening due to Customer's measurements.

- The product is in poor working order due to improper handling by the Customer.

- The product is no longer required by the Customer.

37. The manufacturer, not the Company, provides the guarantees for goods. The manufacturers' guarantee for the UPVC/Aluminium windows/doors and composite doors are as follows:

i) On white pvcu/aluminium profiles a ten year guarantee from date of delivery as to shape, dimension and colour fastness.

ii) On woodgrain pvcu profiles a ten year guarantee from date of delivery as to shape, dimension and colour fastness.

iii) On insulating glass units a five year guarantee from date of delivery against failure or material breakdown arising from faulty workmanship, but excluding liability for any glass imperfections or variation inherent in the glass-making process and of any coloured interference bands (sometimes known as "brewsters fringes") occasionally seen in glass.

iv) On composite door sets a 10 year warranty against delamination, 5 year sealed unit failure and UV degradation due to defective design, manufacture or materials.

v) On hardware on all pvcu/aluminium windows/doors and composite doors a one year guarantee from date of delivery. On brass furniture no warranty can be provided for the performance of brass furniture which is subject to pitting and tarnishing.

vi) Warranty will commence on the date of supply of the original item. Any replacement item shall only be warranted for the remaining unexpired period of the original warranted item and NOT from the replacement date.

Providing that these are notified in writing immediately it is known to buyer and within the respective guarantee period.

The above warranties are given subject to the following conditions:

i) That the seller shall be under no Liability in respect of any defect in the goods arising from any drawings, designs or specification supplied by buyer.

ii) That the seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, unsuitable storage or handling or treatment prior to use, misuse, or alteration or repair of the goods in any way after delivery.

iii) That the seller shall be under no liability in respect of any defect in the goods arising from poor installation in the first instance or lack of regular maintenance ensuring that all moving parts are kept in good repair.

iv) The above guarantees are not applicable if the total price of the goods has not been paid by the due payment date.

v) All replacement goods supplied will be issued on a free of charge basis and the Company will not be responsible for the cost of re-installation or materials or for any consequential loss or damages caused to the Customer.

vi) Strictly no glass units will be replaced for scratches/imperfections unless visible under the GGF professional inspection criteria

vii) Only applicable for items supplied inside the United Kingdom

FAIR PRICE Windows and Doors Ltd

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Company Number: 11872698, Registered In England

Registered Office:
Southexe Chartered Accountants

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