

## Conditions of Sale

Timber doors, Glass doors, Piazza doors and hardware

All doors and door sets supplied by Elegant Doors are made to order to the individual specifications of the Buyer. Once production has commenced, it is not possible to cancel or amend the order. Order confirmations and proforma invoices should be checked and any changes reported to Elegant Doors in writing within 3 days.

The title of goods remains with Elegant Doors until full payment of all outstanding monies for goods and/or services has been made by the Buyer and received by the Elegant Doors.

If Elegant Doors is making goods to measurements provided by you or by someone else on your behalf, you are responsible for ensuring that these measurements are correct. Information and tips on how to measure are provided on the Elegant Doors website. You may also contact Elegant Doors directly for advice or book an Elegant Doors Site survey (where Site means the address at which the goods will be installed).

You should also note that it is your responsibility to check specifications and compliance of any goods listed on the Quotation/Proforma Invoice/Order Confirmation with relevant building and other regulations and requirements. Elegant Doors will not usually have visited the Site or be aware of specific compliance issues.

Lead times are estimated and are not a firm date of arrival for goods. Any dates specified by Elegant Doors for delivery of goods are approximate and may not be made of the essence by notice. Elegant Doors shall not be liable to the Buyer in any manner or deemed to be in breach of the Contract because of any delay in performing or any failure to perform any of Elegant Doors obligations under the Contract if the delay or failure was due to any cause beyond Elegant Doors control. Elegant Doors shall not be liable for any loss (including loss of profit), caused directly or indirectly by any delay in the delivery of the goods. Tradesmen should not be booked before receiving and checking goods.

Where our survey and installation service is included in an order, any lead times given indicate the expected production time of the product, and the installation is scheduled only once the goods have arrived into our stock and have been checked. The lead time is, therefore, extended accordingly. Elegant Doors warrants that, on delivery, the goods will be of satisfactory quality and fit for purpose. Elegant Doors is not liable for defects arising from faults caused by incorrect or poor installation or fitting by others. Elegant Doors does not guarantee the appearance of the decorative finish of hardware/ironmongery, glass, timber veneers, lacquer finishes and other component parts, that may be subject to exposure to adverse or harsh conditions (including corrosive environments such as coastal areas, pools, steam rooms; commercial and industrial use).

Timber and glass are supplied in accordance with common industry practices NHBC, British Woodworking Federation and Glass and Glazing Federation guidelines, unless stated otherwise. It is important to thoroughly check doors for potential faults, prior to commencing any alterations. Faults may include visible damage i.e scratches, dents or chips, warping or bowing beyond a 4mm tolerance, scratches on glass. These are examples of potential faults and are not an exhaustive list. Factory Pre-finished Doors should not have any visible defects or damages when viewed in natural daylight from a distance of 0.5 metres or above. In rooms where there is no daylight scratches should be viewed in artificial light from a fixed wall or ceiling outlets NOT from portable equipment such as a torch. (As per NHBC guidelines).

By fitting, finishing or making any alterations, doors will be deemed to have been accepted as supplied. No claims – either relating to damage or faulty manufacture that would have been visible prior to alteration – will be entertained on any product that has been altered in any way. This does not affect the Buyer's statutory rights regarding faulty goods that develop at a later date, or that could not reasonably have been expected to be seen. If goods develop a fault within the warranty period, which is considered to be due to bad workmanship or material faults, Elegant Doors will repair or replace such items to the original specification. Timber is a natural product and is subject to variations in grain and colour both between doors and with the component parts of doors. Furthermore, timber may change colour over time as a result of light exposure or naturally occurring oxidation. These are features of a natural product, and are not faults.

#### Deliveries:

Elegant Doors offer a delivery service with nationwide coverage. Deliveries beyond our local area are made using a pallet network or Two Man delivery service. Deliveries for glass doors are generally made by Two Man courier service to room of choice – maximum first floor. This is provisional on there being adequate/safe access for the size and weight of the glass. Once the goods have been collected from our warehouse, the courier company will contact you to make a suitable delivery date/time. The company will arrange the delivery date, and an anticipated time slot will be allocated the day prior to the delivery date. The aim is complete this within 3-5 days of the goods being ready, but can be dependent on location and availability.

Glass doors are packaged individually, with protective edging and clear wrap. Hardware is packaged in a separate box.

Palletised delivery is to kerbside, and is used mainly for timber doors, large loads, and trade deliveries. Deliveries are made between 9am and 5pm Monday – Friday, and arrive by large truck. If you cannot unload a pallet delivery at the curb side of your address, or if the address had restricted access for a large truck this should be stated at the time of order. We are happy to arrange alternative vehicle types or special methods according to your needs. This may incur additional cost. Palletised deliveries will arrive with the door(s) strapped to a pallet between a protective covering such as chip board or scrap timber doors. The delivery driver will not be able to take away packing materials.

Hardware, if provided, will be packaged in a box and strapped to the top.

Trades people should not be booked before receiving and checking goods

#### Orders with Survey and Installation:

During Elegant Doors survey you must inform Elegant Doors Representative of any factors that might affect the specification and installation of the goods. This is particularly pertinent to elements that are not visible to Elegant Doors and includes, but is not limited to matters relating to underfloor heating, substrates for secure fixing of the goods, electrical wiring, plumbing.

If it is clear that any pre installation requirements are not met when Elegant Doors arrives on site, incorrect or incomplete information has been provided to Elegant Doors, or where other problems become apparent on Elegant Doors arrival on Site that make installation impossible (or impossibly difficult), such as incorrectly sized and/or incorrectly prepared apertures, incorrectly prepared

thresholds, missing lintels, missing or incomplete structures etc.), Elegant Doors may have no option but to abort the installation. In these circumstances Elegant Doors will make delivery of your goods only and leave Site. Elegant Doors may charge you for its actual costs incurred as a result of the abortive installation. You will be responsible for the safekeeping of goods to be installed as soon as they are delivered, so should check that they are adequately insured against damage or loss which might occur. Should you wish Elegant Doors to return at a later date (once you have undertaken corrective and/or remedial work as needed to make installation possible) a further installation charge will be made and full payment of both the outstanding invoice and this further charge will be required before Elegant Doors' return to Site.

If (a) extraordinary visits have to be made to the Site, (b) work has to be carried out in an uneconomical manner, (c) if time is lost or additional expenditure incurred due to Elegant Doors operative being denied access to the installation area, (d) as a result of a compromise in Site Health & Safety requirements, (e) waiting on Site due to delays beyond Elegant Doors' control, or (f) having to return to Site to commence or continue work and (unless any of these things are Elegant Doors' fault) Elegant Doors will invoice you for actual additional costs incurred. Such costs may include things like the cost of overnight accommodation, subsistence and expenditure on travel. Elegant Doors reserves the right to cancel, postpone and/or abort installation services in situations beyond its reasonable control and/or for reasons related to health and safety considerations on Site.

Elegant Doors does not accept responsibility for damage caused by any pre-existing structural defect, or for any additional costs which you have to pay because of anything supplied by or work done by someone other than Elegant Doors which is defective or delayed. Unless Elegant Doors has been negligent, it will not be responsible for any additional expenses, contractual penalties or other costs or claims made against you by someone else.

#### Installation Services Annex 1

Where the Customer has ordered installation services in respect of any goods, the Customer shall ensure that:

- (a) apertures are clear of obstructions and are of the correct size and tolerance
- (b) apertures do not have existing doors and windows etc installed (unless you have specifically agreed with Elegant Doors that they will remove them as part of the installation services)
- (c) access to all installation areas in clear of obstructions. Scaffolding or any other item will not prevent access to the apertures or the opening / operation of the goods to be installed.
- (e) an electric power point is within 5m of all apertures
- (f) working areas are safe and free from contamination (i.e. fumes, dust etc.)
- (g) toilet facilities are available
- (h) provision for parking has been made for each day of installation and any parking permits have been arranged.
- (i) the Customer (or a nominated decision maker) will be present during the installation.

## Installation Services Annex 2

You will instruct Elegant Doors regarding any special instructions affecting the installation of the goods prior to them commencing work (Elegant Doors will not be held responsible for anything that is fitted incorrectly if instruction has not been given, or if incorrect/incomplete information has been given).

Elegant Doors will proceed with any installation services ordered only where fully prepared openings that have the correct tolerances allowed and uninterrupted, solid structural sides all round have been provided, to enable level, firm and secure fixing of the goods; these include steel, solid brick, concrete and structural timber posts, beams or lintels. Uninterrupted means continuous and without breaks in order to accommodate the pre prepared fixing holes/slots in the products. As such, occasional/interrupted structures such as noggins are not suitable as they may not provide support at the required positions.

If an aperture has to be adjusted in any way to enable the goods to be fitted, the making good of the structure and finishes is your responsibility. If the goods have to be repositioned in the aperture to enable fitting, this will be discussed with you (or your nominated representative) during the installation. If Elegant Doors cannot install goods for any reason (e.g. due to incorrect opening sizes, no tolerances allowed, openings not being of a structural sound quality to enable level, firm and secure fixing, incorrect or incomplete information given, disruption by other trades or obstruction, such as scaffold preventing access or operation of the goods) Elegant Doors may decide to abort the installation.

Seller, We, Us, Our : Elegant Doors Ltd, Unit 5 Ascot Ind Est, Lenton Street. Sandiacre. Nottingham. NG10 5DL

Buyer, You, The Client,: The person or company whose order for the Goods or Services is accepted by Elegant Doors.