



TERMS & CONDITIONS OF SALE

GENERAL

These Conditions of Sale apply to all contracts of sale for our supply and for the installation of our window films, window graphics and associated services and products unless expressly excluded in writing signed by, or with express authority of, a Director. Any qualification of these Conditions by other sources other than those of The Window Film Company UK Ltd., or any other conditions which are sought by others to impose, will be inapplicable unless expressly accepted in writing signed by, or with the express authority of, one of our Directors. The Window Film Company UK Ltd. reserve the right to appoint sub contractors for certain installations of our products and these sub contractors will be controlled and audited by The Window Film Company UK Ltd. and will not be pre-notified on each contract to the customer. The use of such sub contractors, under a controlled environment, allows The Window Film Company UK Ltd. to be able to respond more quickly to requested completion dates. These sub contractors will be specialist in their field.

PRICE & PAYMENT

(a) The price quoted is net unless otherwise stated.

(b) Unless you have explicitly (in writing) been offered credit terms or arrangements are made for the payment of the price, or part of it in advance, the whole of the price shall be due on the date on which we give notice to you that the works are complete. If payment is not made within thirty days of that date interest shall be payable on the price for the period beginning with the expiry of the thirty days and ending with the date of payment, interest being at the rate per annum of two percent over the Bank of England Minimum Rate for the time being.

(c) Credit accounts may allow for 30 days interest free credit date on which we give notice to you that the works are complete. The whole price shall be due immediately at the end of the 30 day period. If payment is not made within thirty days of that date interest shall be payable on the price for the period beginning with the expiry of the thirty days and ending with the date of payment, interest being at the rate per annum of two percent over the Bank of England Minimum Rate for the time being. If you do not receive express written confirmation of credit terms being offered by The Window Film Company UK Ltd (reviewed at the commencement of each project) assume that standard payment terms apply as detailed above (figure b). All credit accounts will be issued with an agreed credit limit (expressed in writing). In the event that the credit limit issued is reached, payment will be required to clear the balance before further orders are fulfilled.

Anyone wishing to set up a credit account will be required complete a credit application form and will be credit checked regularly. The Window Film Company UK Ltd reserves the right to refuse any credit application and also withdraw credit at any time.

(d) Payment shall be in Sterling or in such currency as we may direct.

(e) For sales in the UK V.A.T. will be charged extra in so far as it is not partly or wholly included already in the contract price but is due by law, whether on this sale or the services hereunder or on the purchase of any goods or services comprised in the goods, hereby sold or the services here under. If the Buyer is prohibited, by operation of law, from making payments in full without deduction then payment shall be increased to ensure after such deduction of or payment of such taxes, duties, fees or other charges (and after payment of any additional taxes or other charges due as a consequence of such increase) the Company receives a sum equal to the sum the Company would have received and to which it would have been entitled had no such deduction or payment been required

CANCELLATION

If an installation is cancelled/postponed within 24hrs of the agreed date of installation The Window Film Company UK Ltd reserves the right to apply charges to cover, labour, materials, design work and travelling time (Minimum charge £195 + VAT).

EXTRA COST

Should we incur extra cost owing to the suspension of the work by your instruction or lack of instruction or to interruption, alteration, delay, mistakes or work for which we are not responsible, such extra cost including the cost incurred by working overtime or unusual hours or by keeping any of our applicators on the site after completion, shall be added to the contract price and paid for accordingly.

ACCESS

If you have not made us aware of issues affecting access to the glass/area to be worked on that are not specified in the additional information section of the order confirmation you will be liable for any extra time and associated costs needed to complete the project. If we are unable to complete the project due to this lack of information The Window Film Company UK Ltd reserves the right to apply charges to cover, labour, materials, design work and travelling time (Minimum charge £195 + VAT).

SITE UNREADY

It is the customers' responsibility to provide us with a suitable working environment. Should we arrive on site to complete an installation and the site not be in a fit state to complete the film works (eg glass not in situ, unsafe working environment, too dusty, wet putty holding the glass in place etc) The Window Film Company UK Ltd reserves the right to apply charges to cover, labour, materials, design work and travelling time (Minimum charge £195 + VAT). Similarly, if we arrive on site and are unable to complete all works ordered, charges may be incurred.

BESPOKE PROJECTS

Upon receiving instruction to proceed with (supply only or supply and install) bespoke projects, any subsequent cancellation or amendment to designs may incur a charge to cover, labour, materials and design work. If any computer-cut or printed graphics are ordered and the job is cancelled or the graphics are not required once on site, a charge will be made for the material as well as any wasted visit charges if applicable. If a job is postponed for more than a calendar month after the Order Confirmation has been received, a charge will be made to cover the cost of labour and materials already incurred. On completion of the job, the balance will be invoiced.

Head Office

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TERMS & CONDITIONS OF SALE CONTINUED

DELIVERY

(a) Any times quoted for delivery are to date from receipt of a written order and full information enabling us to proceed uninterruptedly; and where, at your request, we agree to make any change in the specification previously agreed, the times shall be adjusted accordingly.

(b) While we shall use all reasonable endeavours to keep to the times quoted we shall not be liable for failure to do so or bare such costs as are incurred.

ADVERTISEMENTS

All descriptions and illustrations contained in our literature, price lists and other advertising material are intended to give an accurate description of our products and services. The material contained within this matter may change and The Window Film Company UK Ltd. will not accept any responsibility for matters arising from such changes. Any information contained within this material shall not form any part of the contract unless specifically incorporates therein.

TECHNICAL

Due to the nature of window film, technical difficulties may occur with glass when film is adhered. It is the responsibility of the client to assess and consider the suitability of each product for its intended use. The Window Film Company UK Ltd will endeavour to supply all necessary information relevant to specified glazing systems. The Window Film Company UK Ltd cannot accept responsibility or blame for any glass related problems unless it has specified, in writing, the particular use of any one film given the glass type and conditions.

COMPLAINTS

Any right the client may have to reject our products as not complying with the contract must be exercised within seven days of delivery or, where our quotation provides for application, within twenty eight days of completion and on the expiration of that time such right shall lapse. When products are applied by ourselves we will abide by the manufacturers recommended curing times and base such claims against this. We will abide by the Glass & Glazing Federation guidelines for Film inspection. When 'snags' are checked but found to be within scope of the Glass & Glazing Federation guidelines a wasted visit will be applicable (Minimum charge £195+VAT).

OWNERSHIP

Unless otherwise stated, in writing by one of the Directors of The Window Film Company UK Ltd., ownership of The Window Film Company UK Ltd's products remain with The Window Film Company UK Ltd. until all goods are paid for in full. We lay claim to re-posses any such unpaid goods as we deem necessary and this will be done at the discretion of the Directors. The Window Film Company UK Ltd reserve the right to claim all or any legal fees incurred in recovering monies owed to it.

PRICE ADJUSTMENT

The price is based upon the cost of material, labour, transport and of conforming to statutory obligations on the date of quotation or Purchase Order and if between that date and the completion of the work variations, either by rise or fall, occur in those costs then we reserve the right to amend the contract price to provide for these variations. Any additional work requested on the day of installation will be priced and must be agreed in writing before the work is carried out.

GUARANTEE

We shall make good by replacement or, at our option, repair any defect in our products, under proper use and excluding fair wear and tear, arising solely from faults in our materials and which appear within the specified guarantee period (stated on the Order Confirmation if applicable) beginning from the date of invoice; provided that in the case of goods not of our manufacture you are entitled only to such benefits as we may be able to recover from the manufacturers thereof.

LIABILITY

(a) Our products, advice and services are sold upon such terms that neither we nor our servants shall be liable in contract tort or otherwise for any personal injury or for any loss or loss of production or damage (howsoever such loss or loss of production or damage is caused) suffered by you or any other person and arising out of or in connection with the design, manufacture, sale, delivery and installation (or failure or delay in delivery or installation), stoppage, repair, or adjustment or the use thereof or services in connection therewith and you shall indemnify us and our servants against any claims on respect of any such injury, loss or loss of production or damage. For the purposes of this clause we contract on our behalf and on behalf of and as Trustees of our servants. Without limiting the generality of the foregoing, we shall not be liable for any loss of profits, increased cost of working, loss of production or any loss or damage to any material in the course of being processed by our products or services.

(b) These Conditions of Sale define the whole of our liabilities and shall exclude and be adopted in place of (1) any condition or warranty implied by statute, common law or trade usage: (2) any other condition or warranty unless it is accepted by The Window Film Company UK Ltd. in writing signed by, or with the express authority of one of our Directors, and (3) any express or implied condition or warranty whether collateral or otherwise.

LAW

The contract shall in all respects be construed and operate as an English contract in conformity with English law. The Window Film Company UK Ltd. are not responsible for any laws outside the United Kingdom controlling the quality, marketing, labelling, safety and use of goods whatsoever arising from or caused directly or indirectly by the goods in our quotations

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