

AJO Windows & Doors Ltd

Customer Terms & Conditions

Effective Date: _____

1. Introduction

These Terms & Conditions govern the supply of aluminium windows, doors, glazing, office partitions and associated products and services by **AJO Windows & Doors Ltd** ("the Company").

By accepting a quotation, placing an order or entering into a contract with the Company, the Customer agrees to these Terms & Conditions.

2. Definitions

Company means AJO Windows & Doors Ltd.

Customer means the individual, business or organisation purchasing goods or services.

Goods means all products supplied by the Company including windows, doors, glazing, partitions, accessories and related items.

Services means surveying, design, supply, delivery and installation where included within the quotation.

3. Quotations

- All quotations remain valid for 30 days unless stated otherwise.
 - Prices are based upon the information supplied at the time of quotation.
 - The Company reserves the right to amend quotations where measurements, specifications or project requirements change.
 - Quotations include only the items specifically detailed.
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4. Orders

Orders become binding only when:

- the quotation has been accepted in writing;
- any required deposit has been paid; and
- the Company has confirmed acceptance of the order.

As all products are manufactured specifically for each order, cancellations after production has commenced may result in charges up to the full contract value.

5. Surveys and Measurements

Where the Company carries out the site survey, manufacturing dimensions will be based upon those measurements.

Where measurements are supplied by the Customer or another third party, the Customer accepts full responsibility for their accuracy.

6. Product Specifications

Products will be manufactured in accordance with the approved quotation, drawings and specifications.

Minor variations in colour, finish, texture or appearance that fall within accepted manufacturing tolerances shall not be considered defects.

7. Glass Specifications

Glass may include:

- Double Glazing
- Triple Glazing
- Toughened Glass
- Laminated Glass
- Acoustic Glass
- Solar Control Glass
- Low-E Glass
- Decorative Glass

Glass is manufactured to recognised industry tolerances. Minor imperfections that are not visible under normal viewing conditions are not considered defects.

8. Delivery

Delivery dates are estimates only.

The Company shall not be liable for delays resulting from:

- manufacturing delays;
- international shipping;
- customs inspections;
- port congestion;
- weather conditions;
- transport disruption;
- supplier delays; or
- events beyond the Company's reasonable control.

The Customer shall ensure safe and unrestricted access for delivery vehicles.

9. Installation

Where installation is included:

- safe access must be provided;
- electricity must be available on site;
- the working area must be clear;
- scaffolding or lifting equipment not included within the quotation shall remain the Customer's responsibility unless otherwise agreed.

Unless specifically included, the quotation excludes:

- decorating;
 - plastering;
 - making good;
 - flooring repairs;
 - electrical works;
 - plumbing works.
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10. Payment Terms

Unless agreed otherwise in writing:

- 50% deposit upon acceptance.
- Remaining balance payable prior to delivery or immediately following installation, as specified in the quotation.

Late payments may incur interest and recovery costs where permitted by law.

11. Retention of Title

Ownership of all Goods shall remain with AJO Windows & Doors Ltd until payment has been received in full.

Risk passes to the Customer upon delivery.

12. Inspection

Customers should inspect all products immediately upon delivery or installation.

Any shortages, damage or manufacturing defects should be reported in writing within seven days.

13. Warranty

Subject to these Terms:

- Aluminium Frames — 10 Years
- Powder Coating — 10 Years
- Sealed Glass Units — 10 Years
- Hardware — 3 Years
- Installation Workmanship — 2 Years

The warranty does not cover:

- accidental damage;
- misuse;
- improper maintenance;
- impact damage;
- building movement;
- structural settlement;

- alterations by others;
 - normal wear and tear;
 - damage caused by third parties.
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14. Customer Responsibilities

The Customer shall:

- provide accurate information;
 - obtain planning permission where required;
 - obtain Building Regulation approval where required;
 - provide suitable access;
 - ensure payment is made in accordance with the agreed terms.
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15. Maintenance

Products should be cleaned and maintained in accordance with the Company's maintenance guidance.

Failure to maintain products may affect warranty claims.

16. Limitation of Liability

Nothing within these Terms excludes liability where exclusion is prohibited by law.

Subject to applicable law, the Company's maximum liability shall not exceed the value of the contract under which the claim arises.

The Company shall not be liable for indirect or consequential losses, loss of profit or business interruption except where such exclusions are prohibited by law.

17. Force Majeure

The Company shall not be liable for delays or failure to perform caused by events beyond its reasonable control including natural disasters, strikes, pandemics, government action, transport disruption or shortages of materials.

18. Privacy

Personal information will be processed in accordance with the Company's Privacy Policy and applicable UK data protection legislation.

19. Complaints

Complaints should be submitted in writing as soon as reasonably practicable.

The Company aims to acknowledge complaints promptly and investigate them fairly.

20. Governing Law

These Terms & Conditions shall be governed by the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Contact

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