

1. In these conditions of sale The Company means Ace Windows (NE) Ltd whose office is at Ace Windows (NE) Ltd Unit 1, Dunston Workshop Railway Street, NE11 9EB. The Customer” means the person, firm or company from whom an order is accepted by the Company. “Goods” means goods or services which are subject of such an order be it placed verbally or in writing.
2. The Customer agrees to purchase and have installed the Goods specified in the form of an order.
3. Orders are individually manufactured and any Goods not used in their intended location in the Customer’s premises cannot be credited against the contract price.
4. The total outstanding balance is payable immediately after the Goods have been properly installed or delivered in accordance with the terms of the contract. Payment is to be made to the installer in cash or by cheque made payable to the Company. Any outstanding balances not paid in full by the Customer on the date of the installation will be compounded at a monthly interest rate of 2.5%
5. This order is accepted by the Company subject to a final technical survey, which will be carried out in daylight hours.
6. The Company reserves the right to cancel this order in the event that the surveyor is not entirely happy that the Company can fulfil its obligations to the Customer within the contract price. In this event, any deposit or monies in respect of the contract will be refunded in full by the Company.
7. The Customer hereby acknowledges that the items and diagrams in this contract have been checked and are correct.
8. Risk shall pass to the Customer when Goods leave the Company’s premises where the Customer collects. Risk shall pass to the Customer when Goods have been installed by the company.
9. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company’s bank account.
10. The Customer agrees to permit access to the Company, its servants and workmen to the installation address at all reasonable times in order that the Company may carry out the works scheduled. If, within 28 days of being advised that the Company is ready to install, the Customer has not agreed to an installation date, the balance of the product supply cost becomes payable.
11. The Customer will provide the free use of a reasonable amount of water and electricity.
12. The Company will take all reasonable care of the Customer’s property when carrying out the work but cannot accept liability for damage or re-decoration.
13. The contract price does not include for the repair or replacement of any rotten timber, defective lintels, hidden services or hazardous materials such as asbestos found during the course of carrying out the works of for the repair otherwise of any other structural defects unless such work is specified in the schedule of work. Any such work found to be necessary will be brought to the attention of the Customer and will be the subject of a separate quotation.
14. The Company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, telephone or television cables and the Customer shall remove all household fixtures, including curtains, nets and blinds, before the installation is due to commence.
15. The Company does not take any responsibility for damage caused to any of the above if not removed by the Customer whilst work is executed. The Company reserves the right to charge for wasted time if it is unable to carry out work due to site specific restrictions/conditions.
16. No undertaking can be given that the Customer’s existing doors, windows and/or frames can be removed so as to be fit for re-use or any other purpose and they will be removed from the site and disposed of unless the Customer instructs the installer to leave them. Every effort will be made to protect and clean working areas as best as practicable, but the Company cannot be held responsible for small fragments /splinters/ particles, which may still be present.
17. The Company reserves the right to make minor variations in the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company’s policy of continuous development and improvement.
18. The Customer shall be deemed to have accepted the Goods if not rejected within twenty-four hours of delivery or collection or immediately in the event of the Customer having signed a note of acceptance or delivery. Rejection subsequently will not be acceptable to the Company.
19. Any product guarantee will come into effect immediately upon completion of the works provided that the full price has been received (less any appropriate amount in the event of defects) by the Company on the due date.
20. It should be clearly understood that no alteration or cancellation of the order, if signed by the Customer “subject to building society/bank/finance company approval”, can be made, unless written confirmation of the refusal of finance received from the building society/bank/finance company concerned is provided to the Company. At that time, this Contract will be deemed to be null and void and any deposit which has been paid will be returned to the Customer.
21. The delivery or installation period quoted is that anticipated at the time of the order and will be improved on if possible. In the event that this contract is not completed within the specified delivery period, the Customer may serve notice on the company in writing, requiring that the work be carried out and completed within six weeks. If the work is not completed within such expended period, the Customer may cancel the uncompleted work covered by the contract without penalty on either side and without loss of any deposit paid by serving written notice by recorded delivery post to the Company. Notwithstanding the foregoing, the Company shall not be liable for any delay in the completion of work which arises from causes beyond the reasonable control of the Company. In the event that time has been made the essence of the contract, time shall not run during such delay or when a delay on the Customer’s account is operating.
22. The Company’s liability to the Customer in respect of the direct or indirect consequences of any breach or non-performance howsoever caused or of the strikes or of lock-outs or of any other circumstance beyond the Company’s control or of non-supply by a third party or arising out of negligence or of any misrepresentation or of force majeure or of any other tort or breach of statute by the Company, its employees or its agents shall be limited to the price of the goods which are subject matter of the particular order. The Company reserves the right to treat the contract as at an end with no compensation payable to the Customer.
23. The Company does not claim or guarantee that its products eliminate or even reduce the incidence of condensation.
24. The Company will repair or replace all goods which are or become defective by reason of faulty materials or workmanship in line with our written guarantee.
25. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer.
26. The formation, construction and performance of this agreement or shall be governed in all by English Law.