

CONDITIONS OF SALE OF MPN UPVC WINDOWS, DOORS & CONSERVATORIES INSTALLATIONS LTD.
Company number: 09787019

PLEASE NOTE: Finance is subject to availability only and ONLY on the day of purchase

DEFINITIONS

These conditions the following expressions shall have the following meaning:
(a) 'The Company' shall mean MPN UPVC Windows, Doors & Conservatories Installation Ltd.
(b) 'The Buyer' shall mean the person, firm or company with whom the contract to sell goods is made.
(c) 'Goods' shall mean the article or any part of them described in the contract between the Company and the Buyer for the sale of the goods.

GENERAL

These conditions shall be deemed to be incorporated in all contracts of the Company to sell goods, and in case of any inconsistency with any order, letter, or any form of contract sent by the Buyer to the Company or any other communication between the Buyer and the Company whatever may be their respective dates, the provisions of these conditions shall prevail unless expressly varied in writing and assigned by a director on behalf of the Company.

ORDERS

Notwithstanding that the Company may have given a detailed quotation, no order shall be binding unless and until it has been acknowledged by the Company in writing, providing that where the Company gives a 'Fixed Price' quotation it will be held for the time stated therein, but will apply only to the quantities and the types of product quoted, and will be subject to the provision that such products are available to the Company's standard range at the time the Buyer's order is placed.

CANCELLATION

The Consumer contracts (information, cancellation and additional charges) Regulations 2013. You have 14 days after you sign the contract during which you may cancel the contract without paying a penalty. This is known as "cancellation period" If you would like to cancel the contract you should fill in this form and return it to the company at the address given overleaf. NB: If this contract has been ordered, you cannot cancel it.

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our order (delete as appropriate)

Contract Number.....
Customer Name.....
Customer Address.....

Signed.....
Dated.....

(Please note, you should not sign this form unless you wish to cancel the contract)

PRICES

(a) Unless otherwise stated by the Company in writing, the price payable for goods shall be the list price of the Company current at the date of despatch of the Goods.
(b) All prices are inclusive of Value Added Tax at the current rate.

FITTING

If the Goods are provided on a 'supply only' basis or 'supplied and fitted' by the Company, the Company accepts no responsibility for any interruptions to the works due to manufacturing and measuring problems (measuring that is not carried out by the Company) and there will be no compensation due from the Company for any occurrence arising from the above. The Company will ensure that every contract is completed to the highest standard possible.

It's the customers responsibility to make sure MPN Windows can get to the outside of all products being fitted safely without any obstructions.

PAYMENT

(a) Settlement terms are net, or subject to such discount as notified by the Company from time to time.
(b) Payment must be received on completion of the contract and the Company reserves the right to charge interest at 2% per calendar month on all amounts for which payment remains outstanding and also to reclaim, in full, any charges incurred from debt collecting agencies.
(c) The Company reserves the right to use the services of a Debt Collection Agency for any payments not received within 7 Days of the completion of the contract and to add a charge to cover the Companies losses over any outstanding payments to be paid by the Buyer.

DELIVERY

(a) All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of the contract nor shall the Company be under any liability for delays beyond the Company's reasonable control.
(b) The Company shall be entitled to delay or cancel delivery or to reduce the amount of delivery if it is prevented from or hindered in, or delayed in manufacturing or delivering the Goods by normal route or means of delivery through any circumstances beyond its control, including but not limited to strikes, lockouts, accidents, war, fire, reduction in or unavailability of power at manufacturing plant or machinery shortage, or unavailability of raw materials from normal source of supply.
(c) Advice of despatch is sent within 24 hours of despatch of the Goods and notification of non arrival of such Goods must be sent to the Company as soon as reasonably practicable of the despatch date shown if the Goods have not been received. If the Goods are received damaged the carriers note should not be endorsed by the Buyer accordingly and the Company advised immediately and not later than seven days from the date of delivery

DEFAULT OR INSOLVENCY OF BUYER

If the Buyer shall fail to accept the Goods or any instalment thereof or shall fail to pay any sum due to the Company at the proper time, or if the Buyer shall commit any act of insolvency, or if any bankruptcy petition to wind up such company shall be passed or presented, or if a receiver of the whole or any part of such company's assets shall be appointed the Company may determine wholly or in part any and every contract between the Company and the Buyer or may by notice in writing suspend further deliveries of Goods until any default by the Buyer is remedied.

SPECIFICATIONS

The Company reserves the right to alter the specification of the Goods without notice providing that such alterations result from an improvement in the relevant specification and the Buyer is not prejudiced thereby.

BUYER'S DRAWINGS

The Company shall not be held liable for imperfect work caused by any inaccuracy in any drawing, bills of quantities or specifications supplied by the Buyer.

PASSING OF TITLE AND RISK

From the time of delivery of the Goods to the Buyers premises the goods will be at risk of the Buyer who shall be solely responsible for their custody and maintenance as if he were the owner, but the Goods shall remain the property of the Company until payment thereof has been made in full and unconditionally. Whilst the ownership of the Company continues, the Buyer shall keep the Goods separate and identifiable from all other goods in its possession. In the event of any resale by the Buyer of the Goods the proceeds of the sale thereof shall be held on trust for the Company by the Buyer who will stand in a strictly fiduciary capacity in respect thereof. In the event of failure to pay the price in accordance with the contractual obligations the company shall have the power to remove the Goods and resell them.

DEFECTIVE GOODS

(a) Any conditions or warranties, (whether expressed or implied by statute, common law or arising from the conduct of a previous course of dealing or trade custom or usage) as to the quality or fitness of the Goods for any particular purpose even if that purpose is made known express or by implication to the Company or that the Goods shall correspond with any description or specification are hereby expressly excluded.

(b) In substitution for all and any other rights which the Buyer would or might have had but for these conditions, the Company undertakes to supply free of charge at the place of delivery specified by the Buyer for the original Goods a replacement of the Goods if manufactured or processed by the Company in which a serious defect in materials or workmanship appears within 10 years of delivery to the Buyer providing that in any case the Goods have been accepted and paid for.
(c) In the case of Goods not of the Company's manufacture the Company will pass on to the Buyer any benefits obtainable under any warranty given by the Company's supplier providing that the Goods have been accepted and paid for.
(d) In order to exercise its rights under this paragraph the Buyer shall inform the Company as soon as reasonably practicable from the date when such defect appeared or ought reasonably to have been discoverable.
(e) Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the wear and tear, the fitting, dismantling or altering of the Goods or fitting any attachments thereto after dispatch from the Company's premises, or arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents, or any third party including in particular but without prejudice to the generality of the foregoing, (i) any failure by the Buyer to comply with any recommendations of the Company as to storage and handling of the Goods.
(ii) faulty installation or improper use.
(f) Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence.
(g) The Company shall not be liable for any minor imperfections in glass which are inherent to the handling or manufacture process.
(h) Cracked or broken glass and panels are not covered by the 10 year warranty. Glass and panels have only a 28 day guarantee from date of installation. All glass supplied to our customers is governed by the rules of the glazing federation
(i) All damaged products must be reported within 48 hours of delivery or installation.
(j) All new doors or windows that have marks or blemishes on will be repaired and not replaced.

REPRESENTATION

No statement, description, information, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to enlarge, vary or override in any way any of these conditions.

HEADINGS

The headings of the clauses in these conditions are intended for reference only and should not effect the construction of these conditions.

PROPER LAW

The contract shall in all respects be governed by English Law and the contract shall be deemed to have been made in England and the Buyer and the Company agree to submit to the exclusive jurisdiction of the English Courts.

GUARANTEE TRANSFER

The guarantee is not transferable. If the customer does not have the original guarantee, no repairs will be carried out. Only the UPVC carries a 10 year warranty.

OWN BUILDING WORKS

Where a customer carries out their own building works for a conservatory/porch, the warranty on The Company products will only be 12 months.

PLANNING CONSENT & PERMISSIONS

It is the sole responsibility of the customer to obtain planning consent. All planning consents and associated costs must be paid for by the customer and NOT The Company.

GROUND SUBSIDENCE

Ground subsidence is not guaranteed by The Company under any circumstance.

DIY

Guarantee on all products purchased from The Company by all DIY enthusiasts or builders will be for 12 months from the delivery date.

EMERGENCY & REPAIR WORK

Emergency and repair works are exempt from the normal 14 day cooling off period. For cancellations contact the office for further information.

All window and door hardware including Handles, letterboxes, hinges etc come with a 2 year anti rust warranty only. Glass breakages are not included in this warranty and a customer must supply the 10 year: MPN warranty before any remedial works are carried out. Without this warranty, no works will be done. Under no circumstances will compensation be paid to any customer or supplier.

VERTICAL BLINDS / FREE PROMOTIONS

When VERTICAL blinds are offered free to a customer it applies to the front of the property only. FREE promotions must be used within 3 months of the sale. All free promotions comes with a 12 month warranty. All types of glass comes with a 5 year warranty except breakages. We DO NOT cover any breakages whatsoever.

MAINTENANCE GUIDE

Our general maintenance guide must always be followed to ensure your 10 year guarantee remains valid. It can be downloaded from mpnwindows.com. Weather conditions can vary. Our guarantee does not cover snow filled conservatory roofs or gutter systems. All service calls carried out and deemed to be at the customer's fault will incur a £75.00 charge. All gutters on main building and conservatories must be kept free of debris i.e. leaves.

WEATHER CONDITIONS

If a weather warning has been issued or extreme weather conditions prevail The Company's 10 year guarantee is void for structural damage or leaking of any products.

In this instance customers are advised to contact their own insurance companies.

ALARMS / DOORBELLS

All alarms and door bells must be removed from all windows and doors prior to commencement of any work carried out by The Company. All sales are subject to survey.

The Company will endeavor to match as near as possible, existing stain in windows, doors and side screens but cannot guarantee an identical match.

LETTERBOXES/ HANDLES/ HINGES

All window and door hardware come with 5 year anti corrosion warranty. UPVC Panels, composite door slabs, handles, letterboxes, hinges etc only come with a 5 year warranty.

PREPARATION & DAMAGE

It's the customers responsibility to remove blinds and curtains prior to the installation of new doors and windows and remove any obstacles that block access to doors and windows. Any wall covering, tiles or wallpaper that are damaged during the installation of windows and doors will be the responsibility of the customer, The Company will try its very best not to break or damage anything but sometimes it's impossible to take old windows out without causing some damage. The Company will be liable for damage caused by the Company's negligence. Damage caused to customer's property, belongings or personal possessions must be reported to The Company as soon as reasonably practicable following completion of the job.

BUILDING/TILING/BLINDS/PLASTERING/ELECTRICS/UNDERFLOOR HEATING

All building, tiling, blinds, plastering, electrics and underfloor heating inc Free products will come with a 12 month warranty from completion.

TRIPLE GLAZING

On Triple Glazing the glass will come with minor imperfections/marks. This is totally normal for triple glazing.

INTERNAL COVER CILLS

All internal cover cills come with minor imperfections in colour & appearance this is not a fault in the product.

All Upvc and aluminum windows/doors and patio doors must have slot vents fitted by law.

New window & door sizes can be 75mm shorter in width or height to suit all different openings & Apertures.