SevenDay Window Centres Limited - Conditions of Sale

1. General

1.1 In these Conditions of Sale 'us', 'we' and 'our' means SevenDay Window Centres Limited and 'you' and 'your' means the person, firm or company with whom we have contracted.

1.2 These Conditions of Sale apply to and govern any contract between you and us to the exclusion of any other conditions contained on, or in, any letter, order form, receipt, or similar document emanating from you. No variation of these Conditions of Sale shall be effective unless expressly agreed by us in writing.

1.3 All quotations are valid for three months from the date of issue (unless otherwise stated). An order by you shall not constitute a contract between ourselves unless and until it has been confirmed by us in a written order confirmation. The terms of the contract shall be as set out in our order confirmation and it is your responsibility to validate the accuracy of our order confirmation and to submit all the information necessary for us to perform the contract in accordance with our terms. If our order confirmation differs from your order, the order confirmation shall prevail, and you shall be deemed to have accepted it unless you notify us in writing of any error within the period set out in condition 4.2.

1.4 (a) Except where otherwise stated in the contract or in our current price list all prices include the cost of packaging and delivery (but not installation) within mainland United Kingdom, excluding the Highlands and Islands of Scotland. We reserve the right to make additional charges if you require a method of packaging or delivery different to that normally employed by us or if delivery is to be made outside mainland United Kingdom or to the Highlands and Islands of Scotland. (b) You shall, in addition to the net purchase price, pay to us the amount of any Value Added Tax or other sales tax at the rate in force at the time the goods are invoiced and all relevant foreign currency and export and import duties and other costs incurred for deliveries outside the United Kingdom.

1.5 We sell to trade and business customers. By placing an order you confirm that you are acting in the course of a business and not as a consumer. If we agree to supply a consumer, these conditions apply as varied by Schedule 1 (Consumer Customers), which takes priority where it conflicts with them.

2. Payment

2.1 Non-account customers. Unless you hold an approved credit account with us, you must pay a deposit of 50% of the order value (including VAT) before we place your order into manufacture. We will not process the order until the deposit has been received in cleared funds. The balance must be paid in full, in cleared funds, before delivery or collection, and we shall not release the goods until it has been received.

2.2 Approved trade account customers. All goods will be invoiced at the time of, or soon after, dispatch or collection of goods. Payment for the goods must be received by us within the period specified by agreed payment terms (or not later than 14 days from the date of the invoice in the absence of any specific written agreement). Credit accounts are opened at our sole discretion. We may set and vary a credit limit, and may suspend or withdraw credit, or require a deposit or payment in advance on any order, at any time by notice to you.

2.3 Goods held for more than 2 months. Where goods are ready for delivery or collection and are held by us, whether at your request or because you have not taken delivery or collected them, for more than 2 months from the date we notify you they are ready, we may invoice the goods (or, for non-account customers, the outstanding balance) at that time. The invoice shall be payable in accordance with your agreed payment terms, and storage charges may also apply under condition 9.

2.4 All payments must be made in sterling (without set off or counterclaim). Time of payment is of the essence in every contract.

2.5 Deposits. Deposits are non-refundable once the goods have been placed into manufacture, save where we fail to supply the goods for reasons within our control.

2.6 Late payment. In addition to any other rights we may have, in the event of late payment you shall become liable to pay us interest on the amount due at 8% above the base rate of the Bank of England calculated on a daily basis from the date of due payment until the date of actual payment, together with compensation for late payment in the amounts set out in the Late Payment of Commercial Debts (Interest) Act 1998 and our reasonable costs of recovering the debt, including legal and collection agency fees.

2.7 If any sum is overdue, or your credit limit would be exceeded, we may suspend any further deliveries or manufacture until payment is received, without liability to you.

2.8 In the event that you postpone delivery, or request that we suspend the manufacture of the goods, or fail to give us sufficient information to enable us to process any order, you shall pay any additional costs and expenses thereby incurred by us.

2.9 In the event of a dispute over part of a delivery you agree that you are not entitled to delay payment for the remainder of that delivery.

3. Illustration & Dimensions

(a) All descriptions, drawings, samples and other information contained in brochures, catalogues, price lists, trade literature and advertising material produced by us are approximate only, intended to indicate only the general character of the goods and do not form part of any contract between us.

(b) The dimensions of goods are subject to manufacturing tolerances customary within the trade of [±3mm] on overall frame sizes unless otherwise stated in our order confirmation. Dimensions contained in quotations, acknowledgements of orders, or catalogues, price lists, advertising matter, and other trade literature are therefore approximate only.

(c) All know-how, samples, models, designs, specifications, drawings, descriptions, and similar items which we prepare relating to the goods or their development (and the copyright therein) shall remain our property, they shall be returned by you on demand and shall be treated by you as confidential. They are prepared solely for our use or illustrative purposes and must not be copied, reproduced or disclosed to any third party without our prior written consent and , subject to condition 11.8, we shall not accept any liability whatsoever for any loss caused by any reliance upon them by you or any third party.

4. Bespoke Goods and Your Specification

4.1 Most goods we supply are manufactured to your individual specification. You are solely responsible for the accuracy and suitability of all information you give us, including measurements and sizes, opening configurations and handing, colours and finishes, glazing specification, hardware, ventilation and any other options.

4.2 You must check our order confirmation carefully. Any error must be notified to us in writing within 1 working day of receipt of the order confirmation, or before the order enters manufacture if sooner. After that time the order confirmation is final.

4.3 Unless we expressly state otherwise in writing, all dimensions you supply will be treated as finished overall frame sizes. We do not survey or measure sites unless we have expressly agreed to do so in writing.

4.4 Where goods are made in accordance with the order confirmation, any remake, alteration or replacement required because of an error in your measurements or specification will be charged at our full price, and a new lead time will apply.

4.5 Changes to an order after confirmation will only be accepted if agreed by us in writing. We may charge for any changes, including for work already carried out, and the delivery date may change.

4.6 Colours and finishes, including foils, woodgrain effects, sprayed colours and composite door finishes, may vary slightly between production batches and from samples, brochures and on-screen images. Such variation within the manufacturer's tolerances is not a defect. We do not guarantee an exact match to goods previously supplied by us or anyone else. Normal weathering of colours and finishes, as described in condition 12.5, is not a fault. This does not affect your legal rights if the goods were not of satisfactory quality or reasonably durable when supplied.

4.7 Lead times and delivery dates are estimates only, and condition 7.2 applies.

5. Substituted Goods

We reserve the right to substitute components, hardware or materials of equal or better specification provided that the substitution does not materially affect the appearance, size, performance or compliance of the goods. Any other substitution requires your prior agreement.

6. Cancellation and Returns

6.1 Bespoke goods cannot be cancelled once we have issued our order confirmation, unless we agree otherwise in writing.

6.2 If you cancel the contract (with our agreement or otherwise) it shall be deemed to be on the express condition that you shall indemnify us against all loss (including direct, indirect and consequential losses), damage, claims, expenses and actions arising out of such cancellation , including the cost of all work carried out and materials ordered, unless otherwise agreed in writing. We may retain any deposit paid and set it against these sums.

6.3 Bespoke goods made in accordance with the order confirmation cannot be returned except under condition 11. Unused stock items may be returned only with our prior agreement, within [14 days] of delivery or collection, in their original packaging and in a resaleable condition, and may be subject to a handling charge of 15% of the price.

7. Delivery and Collection

7.1 (a) Delivery shall be to such place within mainland United Kingdom (or elsewhere if agreed by us in writing) as specified by you in your delivery instructions contained in your order or, in the absence of such instructions, to your premises. (b) You shall be responsible for unloading the goods at the point of delivery and for loading and removal if the goods are collected by you or your carrier from our premises. (c) If, having arrived at the appointed delivery time, our vehicle is kept waiting for more than one hour before unloading commences, a charge of £25 + VAT per hour for subsequent delay will be applied. (d) You shall be responsible for clearly signing and dating the dispatch note we present to you at the time of delivery or collection, confirming your acceptance of the goods. (e) Where goods are collected from our premises, you or your carrier must check them at the time of collection, and conditions 10.1 and 11.1 apply as if the goods had been delivered.

7.2 We will use reasonable endeavours to comply with any agreed delivery date but cannot be held responsible for any loss or damage whatsoever caused by late delivery and you shall not be entitled to reject goods for late delivery. Requests for accelerated delivery will be treated on a "reasonable endeavours" basis and may be subject to additional charges. Unless specified otherwise, regarding glass products, we shall make reasonable efforts to deliver such products within one to two working days of the delivery of related other products.

7.3 We shall be entitled to make deliveries in instalments and late delivery of one instalment shall not entitle you to reject any other instalment under the same contract.

7.4 If you fail to take delivery or collect the goods at the agreed time, we shall be entitled without prejudice to any other rights we may have to treat the contract as at an end and to resell the goods or to invoice the goods in which event payment in full shall become due in accordance with the provisions of condition 2. Condition 9 (storage) applies, and you shall also be liable for any consequent damages, including any re-delivery charges.

8. Returnable Containers

Returnable containers, stillages or racks in or on which goods are delivered are our property and will be charged to you unless they are returned to us no later than one month after the date of delivery, carriage paid, undamaged and in good condition.

9. Storage of Uncollected Goods

9.1 If you do not take delivery of or collect goods within 2 months of our notice that they are ready, we may store them at your risk and charge storage at 1.5% of the contract value for each complete calendar month after the first 2 months, together with any handling costs.

9.2 Goods held for more than 2 months may be invoiced under condition 2.3.

9.3 If goods remain uncollected for more than 4 months after our notice that they are ready, we may, after giving you at least 28 days' further written notice, sell or dispose of them. We may set the proceeds of sale against any sums you owe us, including storage charges, and you shall remain liable for any shortfall.

10. Risk and Title

10.1 The risk in the goods contracted to be sold by us shall pass to you when the goods are delivered to you or collected by you or your carrier from our premises, save that where the contract is stated to be C.I.F. risk shall pass to you when the goods are loaded on board ship at the port of shipment.

10.2 (a) Notwithstanding any passing of risk to you, we retain ownership of the goods which are the subject matter of the contract, the property in which shall not pass to you and you shall keep any goods delivered to you as bailee for and on behalf of us until we have received full payment of the price of all goods (whether or not the goods are delivered in instalments and some have been paid for by you) and all other sums due at any time whatsoever from you to us.

(b) Until ownership of the goods has passed to you, you: (i) shall insure the delivered goods against any loss or damage with a reputable insurance company and shall on demand produce evidence of such insurance. If you fail to insure, we may do so instead on your behalf and you shall reimburse us on demand for the cost of this insurance. Until the full price has been paid, you shall hold on trust for us the policy and proceeds of insurance, and shall on request execute a formal assignment in favour of us over the same or arrange for our interest to be noted on the policy or for us to be named as an insured person and, if we retain any interest in the insurance, for the policy monies to be paid direct to us, failing which into a separate bank account on trust for us; (ii) shall store the delivered goods separately or in some other way ensure that they are readily identifiable as our property; (iii) irrevocably authorise representatives of ours at any time and from time to time (whether or not payment is due) to repossess the goods which have not been installed and for such purpose to enter any premises occupied by you or under your control; and (iv) shall keep the delivered goods free from any charge, lien, or other encumbrance.

(c) If while under our ownership, the goods or any of them are processed or incorporated into other goods ("the New Goods") then, provided the goods remain as identifiable and removable part of the New Goods, the provisions of conditions 10.2(a) and (b) shall apply.

(d) We (acting on our own account not as your agent) may sell or agree to sell any of the goods or the New Goods in your possession on such terms as we may at our sole discretion consider appropriate.

(e) We shall be entitled to a general lien over all goods and materials of yours which are in our possession or control from time to time for any sums due at any time whatsoever to us. Nothing in this condition 10 shall affect any other right or remedy of ours.

(f) The provisions of this condition 10 shall survive termination of the contract for any reason.

(g) Nothing in this condition 10 shall confer any right upon you to return the goods or to refuse or delay payment.

11. Limitation of Liability

11.1 Transit damage and shortages. Goods may be delivered in or on cartons, bundles, returnable containers, stillages or racks, loose or in other packaging. In any case where it is established to our satisfaction that the goods have been damaged or lost (whether wholly or in part) in transit we will at our own cost, repair or replace same provided that: (i) in the case of total or partial loss or damage, you have returned to our representative (or where the goods have been delivered by a carrier his representative) our dispatch note duly signed by your representative with an indication of the shortage of or damage to the goods, cartons, bundles, returnable containers, stillages, racks, loose goods or other such packages as shall make up the delivery and full particulars are notified directly to us in writing within 7 days of delivery or collection. (ii) in the case of damage, the goods and their packaging are retained by you for inspection by our representative. We shall not be liable for any loss or damage in transit, except as above.

11.2 Defective goods. If we (acting reasonably) are satisfied that any goods supplied by us are defective as to material or workmanship not caused wholly or partly while at your risk by wilful default, accident, improper storage, installation or use or failure to follow instructions and providing that the goods have not been dismantled, altered or repair attempted, our liability shall be limited to make good the defect without charge by repair or replacement or (at our discretion) waiver or refund of all or part of the price. You must notify us in writing of any defect within 7 days of becoming aware of it and, in any event, within the relevant guarantee period under condition 12. Uninstalled goods must be returned to our premises, carriage paid, if we ask. Where we find returned or inspected goods are not defective, we reserve the right to charge you a handling or inspection fee including the cost of return and re-delivery.

11.3 Installed goods. Where goods have been installed, you must allow us or our representative reasonable access to inspect them before any remedial work, removal or replacement is carried out. We may choose to remedy the defect by supplying replacement parts or goods, by carrying out repairs, or by a refund. Unless we have agreed otherwise in writing, we shall not be liable for the labour or other costs of removing, refitting, re-glazing or making good, or for access equipment such as scaffolding.

11.4 Our obligations and liabilities to you arising out of or in connection with the goods shall be limited to those expressly set out in these conditions and those which are implied or imposed by law to the extent that they cannot be limited, restricted, or excluded by law.

11.5 Subject to the foregoing and to condition 11.8, no collateral contract and no representation, warranty condition, stipulation, liability, or obligation whatsoever (including without limitation, whether arising (i) in contract tort including negligence or otherwise; or (ii) expressly, impliedly, at common law, by statute, custom, usage or course of dealing or otherwise; or (iii) in relation to loss, injury, or damage of any nature whatsoever (whether direct or consequential) is given, made or undertaken by us or our employees or agents in relation to the goods (including, without limitation, whether in relation to their description, correspondence with sample, state, condition, quality (satisfactory or otherwise), performance, safety, merchantability, fitness for any particular purpose or other characteristic on delivery or at any other time), all of which are hereby excluded and extinguished.

11.6 Glass. Where we supply glass, the goods supplied will conform to the relevant Visual Quality Standard of the Glass and Glazing Federation. We shall not be liable for breakage of glass after delivery or collection, thermal stress fractures, or spontaneous breakage of toughened glass caused by nickel sulphide inclusions, save where these are covered by the guarantee under condition 12.

11.7 Liability cap. Subject to condition 11.8, our total liability to you arising out of or in connection with any contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the price paid for the goods giving rise to the claim.

11.8 Nothing in these conditions limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot be limited or excluded by law.

11.9 No warranty or representation given by us or on our behalf including any advice as to the installation quantities use, or performance of goods supplied by us shall be binding upon us unless specifically stated in writing by us to be incorporated in the contract. This extends to information supplied by us on our drawings.

12. Guarantees

12.1 Goods are covered by the guarantee periods set out in our current guarantee schedule, a copy of which is available on request. In summary: PVCu and aluminium frames: 10 years; sealed units: 10 years; composite doors: 10 years; hardware and locks: 2 years.

12.2 The guarantee applies only where: the goods have been paid for in full; they have been installed by a competent installer in accordance with our instructions, good practice and the Building Regulations; and they have been used and maintained in accordance with our care and maintenance guidance.

12.3 The guarantee does not cover: fair wear and tear; accidental or deliberate damage; incorrect installation, adjustment or glazing; structural movement or settlement of the building; condensation (excl within sealed units); damage from harsh cleaning products, paint, sealants or chemicals; normal weathering of colours and finishes as described in condition 12.5; marking or discolouration caused by contact with mortar, cement, brick acid, adhesives or tapes; or goods altered or repaired by anyone other than us.

12.4 Claims under the guarantee are handled under conditions 11.2 and 11.3, and the limitations in condition 11 apply.

12.5 Weathering of colours and finishes. **All exposed** finishes, including white and coloured PVCu, foils, woodgrain effects, sprayed and powder-coated paint, and composite door skins, will weather over time. Gradual and reasonably even fading, discolouration, yellowing, chalking or loss of gloss caused by normal exposure to sunlight (UV), weather and atmospheric pollution is not a defect and is not covered by the guarantee. The rate of weathering may be greater for darker colours, south-facing elevations and coastal or industrial locations. Colour change, blistering, flaking or peeling beyond the limits set by the relevant manufacturer's or finish supplier's guarantee will be dealt with as a defect under condition 11.2.

13. Building Regulations and Installation

13.1 We supply goods only. Installation is not included and is your responsibility.

13.2 You are responsible for ensuring that the goods you order are suitable for their intended location, and that the goods as specified and installed comply with the Building Regulations and any planning, listed building or

conservation area requirements. This includes, where applicable, safety glazing in critical locations, fire escape (egress) windows, background ventilation, thermal performance, security and accessible thresholds.

13.3 You must ensure the goods are installed by a competent person, in accordance with our installation instructions, and notified through a competent person scheme (such as FENSA or Certass) or to Building Control where required.

13.4 You are responsible for any structural support required, including lintels, bay poles and support for the structure above the opening.

13.5 Performance information we provide (for example U-values or security ratings) relates to the goods as manufactured and supplied, not as installed. Any advice we give on compliance or specification is subject to condition 11.9.

14. Your Indemnity

You shall indemnify and hold us and all of our group members and our respective officers, employees and agents harmless against all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis) actions, proceedings claims and demands incurred by or brought against any of us/them and arising directly or indirectly out of or in connection with any breach of any of your obligations under these conditions or any contract between us , including any claim by your customers or any third party arising from the specification or installation of the goods.

15. Consequential Loss

15.1 Without prejudice to the generality of the foregoing provisions and subject to condition 11.8, we shall not in any event be liable to you (whether in contract, tort including negligence, breach of statutory duty or otherwise) for any indirect or consequential loss, damage or expense.

15.2 Without limiting condition 15.1, we shall not be liable for any of the following, whether direct or indirect:

- loss of profit, revenue, business, contracts, anticipated savings or goodwill;
- any discount, credit, refund, price reduction, compensation or goodwill payment given or offered by you to your customers or any other person because of delay, defects, remakes or replacements;
- any liquidated damages, penalties or delay damages payable by you under any contract with your customers or any other person;
- labour costs, wasted fitting time, return visits, access equipment, skip or scaffold hire, or other costs incurred by you or your installers, save as expressly agreed by us in writing;
- costs of remakes or replacement goods obtained from another supplier.

16. Insolvency & Breach of Contract

(a) We shall have the option (without prejudice to any of our other rights) by notice in writing to you to rescind the contract or to suspend delivery or manufacture in the following events: (i) should any sum owing by you to us be overdue or your credit limit be exceeded; (ii) should you be in breach of any term of the contract; (iii) should you enter into any composition or arrangement with, or for the benefit of, your creditors or have a receiving order in bankruptcy made against you or (if a body corporate) should you go into liquidation either voluntary or compulsory or under supervision or have a receiver or administrator appointed over all or any part of your assets, or you become unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986 (as may be amended re-enacted or replaced from time to time), or the equivalent circumstances occur in any other jurisdiction; or (iv) should you come under the control directly or indirectly of any person who does not control you at the date of the contract.

(b) In the event of any of the above, we may (at our discretion and without prejudice to our other rights) by written notice to you: (i) declare immediately due and payable any indebtedness of yours to us on any account whatsoever; and (ii) set off (to the extent it has not done so or is entitled to do so already) any indebtedness of ours to you against any indebtedness of yours to us, in each case on any account whatsoever.

17. Health and Safety & Instructions

(a) We hereby give notice to you that we have available upon request information and product literature concerning the currently known conditions necessary to ensure that the goods supplied will be safe and without risks to health when used properly, and you acknowledge it is for you to ask for further information if you so wish and you shall be deemed to have been afforded by us adequate information about the goods and materials in respect of the use for which they are designed, and have been tested, and of any condition necessary to ensure that when put to that use they will be safe and without risk to health, whether or not the said information has been requested by you.

(b) You shall comply, and ensure that your employees and agents comply, strictly with all instructions, warnings, data sheets and other material supplied by us or in connection with the goods and shall when supplying the goods ensure that they are accompanied by the same.

18. Intellectual Property

You shall have no rights to any intellectual property owned or licensed by us other than (if applicable) to resell the goods under the trade or service mark applied by us and you shall not, without our prior written consent, allow any trade or service mark applied by us or any instruction or warning applied to the goods to be obliterated or obscured.

19. Data Protection

19.1 We process personal data in accordance with UK data protection law and our privacy notice, available upon request.

19.2 Where you give us personal data about your customers or other individuals (for example delivery names, addresses and contact details), you confirm that you are entitled to share it with us for the purpose of performing the contract.

20. Assignment

20.1 You may not assign, mortgage, charge, sub-let or otherwise dispose of any rights under this contract in whole or in part without our prior written consent.

20.2 We may assign, transfer or subcontract any of our rights or obligations under the contract, including to any member of our group or to a provider of invoice finance.

21. Force Majeure

21.1 In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power , terrorism, fire, flood, storm or other severe weather, epidemic or pandemic, shortage or delay of materials or components (including glass, profile and hardware), failure or delay of any supplier or subcontractor, failure of power, IT or communications systems, cyber attack, or disruption to transport or fuel supplies, we shall be relieved of liability incurred under the contract wherever and to the extent to which fulfilment of such obligation is prevented, frustrated, or impeded as a consequence of any such event or by any statutes, rules, regulations, orders, or requisitions issued by any Government Department, Council, or other duly constituted authority, or from strikes, lockouts, industrial or trade dispute, breakdown of plant or any other causes (whether or not of a like nature) beyond our control.

21.2 Any delivery date shall be extended by the period of the delay. If the event continues for more than 8 weeks, either party may cancel the affected order by written notice without liability, save that you shall pay for goods already delivered and for work carried out on bespoke goods up to the date of cancellation.

21.3 This condition does not relieve you of any obligation to pay sums due to us.

22. Waiver

Forbearance or indulgence shown or granted whether in respect of these conditions or otherwise, shall not affect or prejudice our rights against you or be taken as a waiver of any of these conditions. No waiver by us shall be effective unless given in writing.

23. Entire Agreement

The contract, comprising our order confirmation and these conditions, constitutes the entire agreement between us. You acknowledge that you have not relied on any statement, representation, promise or assurance (whether made innocently or negligently) that is not set out in the contract. Nothing in this condition limits liability for fraud.

24. Severability

If any provision or part-provision of these conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable or, if that is not possible, deleted. This shall not affect the validity of the rest of these conditions.

25. Notices

Any notice under the contract must be in writing and may be delivered by hand, sent by first class post, or sent by email to the address of the other party set out in the order confirmation or last notified. A notice is deemed received: if delivered by hand, on delivery; if posted, on the second working day after posting; and if emailed, at the time of transmission or, if outside 9am to 5pm on a working day, at 9am on the next working day.

26. Third Party Rights

Our group members and our respective officers, employees and agents may enforce condition 14 under the Contracts (Rights of Third Parties) Act 1999. Otherwise, no person other than you and us has any right to enforce any term of the contract.

27. Governing Law

Any contract incorporating these conditions shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales , save that we may bring proceedings against you in any other court of competent jurisdiction.

28. Headings

The headnotes to these conditions have been inserted for convenience and shall not affect their construction.

Schedule 1 – Consumer (Retail Domestic) Customers

The whole of this Schedule applies only when we sell to a retail domestic customer and changes the trade conditions above as set out below.

S1. When this Schedule applies

S1.1 This Schedule applies where you are a consumer, meaning an individual buying wholly or mainly for purposes outside your trade, business, craft or profession.

S1.2 Where this Schedule conflicts with the main conditions, this Schedule takes priority. Conditions of the main terms not mentioned below continue to apply.

S1.3 Nothing in these conditions affects your legal rights as a consumer, including your rights under the Consumer Rights Act 2015. For information about your legal rights, contact Citizens Advice.

S2. Your order and specification (replaces conditions 1.3 and 4.2)

S2.1 Before you order, we will give you a written quotation showing the goods, the total price including VAT, any delivery charge, and the estimated delivery time.

S2.2 Most of our goods are made to measure. Please check your order confirmation carefully, especially the sizes, opening style, colour and glass. We will ask you to sign or confirm it before manufacture. If you spot an error, tell us within 1 working day of receiving it, or before manufacture starts if sooner.

S2.3 If you or your installer provide the measurements, you are responsible for their accuracy, and condition 4.4 applies to remakes caused by incorrect measurements. If we measure or survey for you, we are responsible for doing so with reasonable care and skill.

S2.4 Condition 4.6 (colour variation) applies, but goods must still match the description and any sample we showed you.

S3. Payment (replaces condition 2)

S3.1 You must pay a deposit of 50% of the total price (including VAT) when you place your order. We will not start manufacture until it is received. The balance must be paid in full before delivery or collection.

S3.2 Credit accounts are not available to domestic consumers. Conditions 2.2, 2.6 (late payment compensation under the Late Payment Act) and 2.7 do not apply.

S3.3 If you do not pay an amount when due, we may charge interest at 4% a year above the Bank of England base rate on the overdue amount until it is paid.

S3.4 Condition 2.3 (goods held for more than 2 months) applies only to the balance of the price, and storage charges apply only as set out in S6.

S4. Cancelling your order (replaces conditions 2.5 and 6)

S4.1 Orders placed at our depot. You do not have a legal right to cancel an order placed in person at our depot. If you ask to cancel, we will try to help.

S4.2 Orders placed by phone, online or away from our depot. You normally have a legal right to cancel within 14 days. This right does not apply to goods made to your specifications or clearly personalised, which includes made-to-measure windows and doors. It does apply to standard stock items: you may cancel within 14 days of receiving them, and we will refund you within 14 days of getting them back. You must return them at your own cost unless we tell you otherwise.

S4.3 If you cancel a made-to-measure order where you have no legal right to do so, we may keep from your deposit our reasonable costs already incurred, including work done and materials bought that cannot be used elsewhere. We will refund any part of the deposit that exceeds those costs, and will tell you how they were worked out. If our costs exceed the deposit, you will pay the difference.

S4.4 Unused stock items bought at the depot may be returned under condition 6.3.

S5. Delivery and collection (changes condition 7)

S5.1 We will deliver or have your goods ready for collection by the date we agree with you. If no date is agreed, we will do so without undue delay and within 30 days of the contract being made.

S5.2 Condition 7.2 does not apply. If we miss an agreed delivery date that was essential, or a further reasonable date you give us, you may cancel the contract and we will refund what you have paid for the undelivered goods.

S5.3 Condition 7.1(c) (waiting charge) applies only if we told you about it before you ordered.

S5.4 Risk in the goods passes to you when they are delivered to you or to someone you nominate, or when you collect them.

S6. Storage of uncollected goods (changes condition 9)

S6.1 If you do not take delivery or collect your goods within 2 months of our notice that they are ready, we may store them at your risk and charge storage at 1.5% of the contract value for each complete calendar month after the first 2 months, together with any handling costs.

S6.2 Before selling or disposing of uncollected goods under condition 9.3, we will write to you giving at least 28 days' notice. We will account to you for any proceeds above what you owe us.

S7. Ownership (replaces condition 10.2)

S7.1 Ownership of the goods passes to you when we have received full payment. Conditions 10.2(b) to (g) do not apply, and we will not enter your home to recover goods.

S8. If something is wrong with your goods (replaces conditions 11.2, 11.3 and 12.4)

S8.1 We must supply goods that are of satisfactory quality, fit for any particular purpose you told us about, and as described. If they are not, you are entitled to the remedies under the Consumer Rights Act 2015, which in summary are:

- up to 30 days from delivery or collection: a full refund for faulty goods;
- up to six months: a repair or replacement, or a refund if that is not possible or does not work. A fault appearing in this period is presumed to have been there on delivery unless we prove otherwise;
- after six months: you may still be entitled to a repair, replacement or price reduction, but you may need to show the fault was there on delivery.

S8.2 Please tell us about any damage or shortage on delivery or collection as soon as possible, and keep the goods and packaging for inspection. Condition 11.1 applies only as guidance and does not reduce your legal rights.

S8.3 Our guarantee under condition 12 is in addition to your legal rights and does not affect them. Guarantee claims should be made to [SevenDay Window Centres Limited, address], within the guarantee period, by [method].

S9. Installation and Building Regulations (changes condition 13)

S9.1 We supply goods only. Replacement windows and doors must normally be installed by a registered installer (for example a FENSA or Certass member) or approved by your local Building Control. We recommend you use a competent, registered installer.

S9.2 If you tell us where the goods will be fitted, we will take that into account when advising on options such as safety glass, escape windows and background ventilation. Responsibility for compliant installation rests with you/your installer.

S10. Our liability to you (replaces conditions 11.4, 11.5, 11.7, 14 and 15)

S10.1 If we fail to comply with these conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failure to use reasonable care and skill. Loss is foreseeable if it is obvious it will happen, or if we both knew it might happen when the contract was made.

S10.2 We do not exclude or limit liability where it would be unlawful to do so, including for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or breach of your legal rights in relation to the goods.

S10.3 We only supply goods for domestic and private use. We are not liable for loss of profit, business or business opportunity.

S10.4 Unless we have agreed otherwise in writing, we are not responsible for your installer's charges, save where you are entitled to recover them as foreseeable loss under S10.1.

S10.5 Conditions 14 (indemnity) does not apply.

S11. Other changes for consumers

S11.1 Condition 5 (substituted goods): we will only substitute components with your agreement, except for minor technical changes that do not affect the appearance, size, performance or quality of your goods.

S11.2 Condition 16(a)(iv) (change of control) does not apply.

S11.3 Condition 23 (entire agreement) does not exclude anything we told you about the goods that you took into account when deciding to buy.

S11.4 Condition 27 (governing law): if you live in Scotland or Northern Ireland, you may also bring proceedings in your local courts.

S12. Complaints

S12.1 If you are unhappy, please contact the depot manager. We aim to respond within 10 working days.