

STRATTON GLASS & WINDOWS LIMITED – STANDARD CONDITIONS OF SALE

(‘the Conditions’) – 2009 edition

We support the Glass & Glazing Federation (“GGF”) Code of Good Practice (“the Code”) and undertake to work within the guidelines of the Code and any other GGF Code of Practice. A copy of the Code is available on request.

1 DEFINITIONS

- 1.1 In these Conditions the following expressions shall have the following meanings:
- 1.1.1 “Additional Items” means the following where applicable:
- (a) any taxes (including value added tax), duties or other charges levied by any government or other authority in respect of, or by reason of, the sale, delivery, export or import of the Goods or any part thereof but excluding taxes assessed on profits or gains.
 - (b) Application Support (if any).
 - (c) Transportation costs under Condition 7.1 where the Customer has requested express, same day, overnight delivery or site delivery or any other similar service.
- 1.1.2 “Application Support” means any works and services provided by the Seller in conjunction with the sale and/or supply of Goods.
- 1.1.3 “Connected Goods” means all equipment not sold by the Seller but connected (directly or indirectly) or used in conjunction with the Goods.
- 1.1.4 “Consumer” means where a person is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 and/or The Unfair Terms in Consumer Contracts Regulation 1999 Regulation 3 (1) and/or The Sale and Supply of Goods to Consumers Regulations 2002).
- 1.1.5 “Contract” means the Quotation and these Conditions of Sale.
- 1.1.6 “Customer” means any person, firm or company receiving a Quotation from and/or placing an order with the Seller.
- 1.1.7 “Delivery Period” means [] months after the estimated delivery date.
- 1.1.8 “Goods” means the Goods described in the Quotation.
- 1.1.9 “Quotation” means the Quotation of the provision of Goods and/or supply of Services agreed between the Seller & the Customer.
- 1.1.10 “Seller” means Stratton Glass & Windows Limited and reference to the acknowledgement, consent, authority or agreement of the Seller shall mean acknowledgement, consent, authority or agreement in writing signed by a Director of the Seller.
- 1.1.11 “Services” means the provision of Services described in the Quotation.
- 1.1.12 “Transgression” means any breach of contract or tort or other act, default, omission or statement of the Seller, its employees, agents or subcontractors in respect of which the Seller is liable to the Customer.
- 1.1.13 “Warranty Period” means the following periods from the date of delivery and/or the completion date for the supply of Services: Ten Years.

2 GENERAL

- 2.1 These Conditions apply to all contracts for the sale of Goods and/or the supply of Services by the Seller and supersede any previous Conditions of Sale and/or Supply published by the Seller. No terms or conditions inconsistent with these Conditions shall be binding upon the Seller unless agreed the Seller in a document expressly referring to variation or addition of or to the relevant Condition(s).

2.2 All brochures, catalogues, price lists, samples, particulars of dimensions and other advertising or descriptive material submitted to the Customer are intended to be approximate only and to give a general impression of the Goods.

3 QUOTATION AND ORDER

3.1 No contract for the supply of Goods and/or the supply of Services will be created by the acceptance of the Quotation or an order until the Seller acknowledges the order or commences work on the Customer's order.

3.2 All orders for Goods and/or Services shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions. Written confirmation of telephone or email orders must be clearly marked "CONFIRMATION ORDER" to prevent the duplication of orders and any amendments to orders must be in writing.

3.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.

3.4 The price shall be the Seller's quotation price.

3.5

3.5.1 As soon as it is practical and in any event no later than 60 days of the date of the order being accepted, the Seller will arrange an appointment with the Customer in order to carry out a detailed measurement of the proposed work ("the Survey") which will be carried out by a representative or employee of the Seller, to enable the Seller to satisfy themselves as to the Quotation and any variation or addition that may affect the price in the Quotation and the timetable for installments and the technical viability of the Application Support to be carried out.

3.5.1.1 The customer shall be present during the Survey to enable the surveyor to answer any of the Customer's questions and advise the Customer which wires will need to be moved.

3.5.1.2 The Customer shall ensure that any fragile or valuable items situated within 1 meter of the windows are removed prior to installation.

3.5.2 In the event that following the Survey the Quotation has to be revised or the proposed Application Support is not viable, the Seller will within a reasonable period inform the Customer. The Seller will not be bound to proceed unless and until the Customer has accepted in writing the revised Quotation (if any) or the amendments to the Application Support to make it viable.

3.6 The Seller reserves the right (but is not under a duty) to make any changes in the specification of the Goods which are required to conform with any applicable British Standard, safety or other statutory requirements or the Industry Standards or Code of Practice of the GGF, where the Goods are to be supplied to specification, which do not materially affect their quality or performance, and to adjust the price accordingly.

3.7 The Customer accepts that the Seller's manufacturing standards, specification and tolerances affect the optical phenomena, dimensional, colour and other physical properties of the Goods.

3.8 The Customer is responsible for specifying the Goods in accordance with the appropriate British Standards and Code of Practice and must satisfy themselves as to the suitability of the Goods before installation.

3.9 The Customer is responsible for the correct use of the Goods and must adhere to the recommendations and guidelines issued from time to time by the Seller and/or the GGF.

3.10 No cancellation of any Contract is permitted once the Seller has commenced processing or manufacturing the Goods. The Seller reserves the right to increase its prices to cover the cost of making good any errors of the Customer or doing any additional work required by the Customer.

3.11 The Customer shall grant the Seller's representatives unrestricted access to its premises at all reasonable times for the purpose of taking measurements, of carrying out the Application Support and for any subsequent remedial work if required.

3.12 Unless otherwise agreed in writing, the Seller will not undertake the re-sitting of any gas, electrical, wiring, plumbing or telephone installations.

- 3.13 The Seller agrees to supply the Goods at the prices specified in the Quotation subject to a surveyor's approval of the feasibility of the Application Support and correctness of the price. In the event of any modification to the Application Support; The Seller reserves the right to make minor alterations to the specifications of the Goods and Services stated in the Quotation. The Seller reserves the right to alter dimensions in order for the frames to fit the apertures – The buyer understands that this can visually affect the proportions of the products. Unless specifically stated, the Buyer gives the Seller permission to make these alterations.
- 3.13.1 If the alterations to the application support affect the price, within a reasonable period of the survey, the Seller shall either cancel the Contract or notify the Customer in writing of any modification of the price. The Customer shall indicate acceptance of any proposed modifications with 14 days of their notification.
- 3.14 Unless otherwise stated; any drawings provided by the Seller are intended to depict the designs / layouts of the product and must not be used to scale from. If a customer requires specific dimensions - this must be conveyed in writing.
- 3.15 If the work is not commenced within the estimated installation period, the Customer may write to the Seller requiring the work to be completed within 6 weeks or some other period agree in writing between the parties. If the work is not completed within the extended period, the Customer may cancel the outstanding work by written notification to the Seller.
- 3.16 Unless otherwise stated, drawings provided by the Seller are not to scale. Do not scale from any drawings provided by the Seller - electronically or manually.

4 PRICE AND PAYMENT TERMS

- 4.1 Unless otherwise stated any Additional Items shall be added to the price which is exclusive of VAT.
- 4.2 [For approved credit account Customers, payment in full (without any deduction by way of set off or retention or counter claim) for the Goods and/or Services (and Additional Items if any) shall be due and payable in POUNDS STERLING within 7 days of the end of the month of the Seller's invoice. For all other Customer's, payment in full in cleared funds/cash is required before delivery of the Goods and/or performance of the Services.].
- 4.3 The Seller reserves the right to charge interest at 3% above HSBC Bank Plc base lending rate for the time being on any overdue payments until repaid in full, whether before or after judgment.
- 4.4 The Seller reserves the right to recover from the Customer all direct expense reasonably incurred by the Seller in the collection of any overdue sums. Any dishonored cheques will be subject to an administration charge of £50.00.
- 4.5 Without prejudice to any other rights of the Seller, if there is reason to doubt that the amounts due from the Customer under the terms of the Contract will be paid in full according to the terms thereof, then the Seller reserves the right to require payment in full before delivering or performing any other work or services whatsoever for the Customer.

5 INTERNET PROTOCOL

- 5.1 Sending & Receiving emails
- 5.1.1 Because of the unregulated nature of the Internet, there is no reliable method of guaranteeing receipt of an Internet e-mail by Stratton Glass & Windows. There is no guarantee that an Internet e-mail will reach Stratton Glass & Windows in a pre-determined time and the intended recipient may be away from their desk when it arrives. Therefore, if an e-mail is time critical you should contact us by phone or fax to ensure that an e-mail has been received and read.
- 5.1.2 There is no guarantee that the sender of an e-mail is the genuine article - it is not possible to audit the path an e-mail takes from the sender to the recipient.
- 5.1.3 You may use a different Word processing program. You should be aware that if documents are converted from one format to another, some formatting may be lost altogether, or the layout may appear differently in the converted document. Please liaise with us to agree the form in which documents should be exchanged.

5.2 Content & Attachments

- 5.2.1 You should be aware that e-mails may often contain attachments, which can be any type of file e.g. Word processing document, executable file, screen saver, etc. Any of these files can contain viruses. The following disclaimer and warning is automatically attached to all outgoing e-mails, please read it carefully.
- 5.3 All e-mails transferred over the Internet could conceivably be copied, read and tampered with. Though the chance of interception may be small, the potential risk may be enormous. By accepting this protocol you are agreeing that Stratton Glass & Windows may communicate with you in Internet e-mail and that the risk of loss of confidentiality or third party tampering is yours.
- 5.4 In law, e-mails can have the same force as a letter or a fax. Hard copies should be made of e-mails that you need to retain for record keeping purposes.

6 TITLE

- 6.1.1 Legal and beneficial ownership of the Goods is to remain vested in the Seller until both the Goods and any Additional Items have been paid for in full.
- 6.1.2 If the Customer obtains possession of the Goods prior to such payment, the Customer shall hold the Goods (at no cost to the Seller) in a separate and identifiable form as bailee and fiduciary agent for the Seller separately from all other goods in its possession but insured for the market value and marked in such a way that they are clearly identified as the Seller's property.
- 6.1.3 Failure to pay the full amount when due shall give the Seller, or its employees or agents, the right to repossess the Goods (and enter the Customer's premises for that purpose if necessary) with or without notice and without liability and at its option, to avail itself of any other legal remedy.
- 6.2 Notwithstanding this Condition 5, the Seller shall be entitled to maintain an action for the price of the Goods and Additional Items at any time after the date when payment is due.
- 6.3 The Customer shall not pledge or in any way charge by way of security for any indebtedness of any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Customer does so all sums whatever owing by the Customer to the Seller shall forthwith become due and payable.

7 PERFORMANCE AND FORCE MAJEURE

- 7.1 The Seller shall take all reasonable steps to perform its obligations and deliver the Goods and/or Services within the time specified, but such times are estimates only and shall not constitute a contractual obligation. The Seller shall not be liable for expenses, losses or damages caused by late performance or delay in delivery and delays shall not entitle the Customer to rescind the Contract.
- 7.2 Without prejudice to the generality of Condition 6.1, the Seller shall have no liability for any expenses, losses or damages caused by delay or default in performance of any obligation caused directly or indirectly by breakdown or unavailability of plant or machinery, failure of raw material or supply of raw material, inability to obtain sufficient labour or sufficient skilled labour or any other cause or causes beyond the reasonable control of the Seller. If such cause(s) prevent delivery of Goods within the Delivery Period either party may cancel the order on giving written notice to the other at least 28 days before the Seller may reasonably expect to complete the order without liability to compensate the other party for any loss or damage whatsoever sustained by reason of the non delivery or non acceptance of those Goods.
- 7.3 Whilst the Seller will take reasonable care to ensure that working plans, diagrams and drawings provided to the Customer are adequate to facilitate the erection or installation of the Goods in a proper and workmanlike manner, it shall, in those cases where the erection or installation of the Goods is not undertaken by the Seller, be the sole responsibility of the Customer to ensure that all working plans, diagrams and drawings meet with the Customer's requirements in every respect.

8 RISK, CARRIAGE PACKING AND STORAGE

- 8.1 Where no specific instructions about the manner in which the Goods are to be delivered to the Customer or the delivery address are given, the Seller reserves the right in its absolute discretion to choose the form of transport to the Customer and the composition of the consignment load and to direct the Goods to the Customer's last known business address. Any such specific instructions must be given to the Seller at the time of order and where such specific instructions are given the Seller reserves the right to charge a reasonable fee for delivery.
- 8.2 The Goods shall be at the Customer's risk as from delivery.
- 8.3
- 8.3.1 The Customer must notify the Seller on the delivery note of any loss or damage or incomplete delivery of the Goods within 3 days of delivery and the Goods shall be held for inspection to enable a claim to be made.
- 8.3.2 The Seller will either (at its option) repair, replace or issue a credit note in respect of Goods lost or damaged in transit.
- 8.4 The Seller and the Customer agree that given the nature of the Goods these time limits are a reasonable opportunity for the Customer to examine and reject.
- 8.4.1 Once the Goods are ready for delivery the Seller shall be entitled to invoice and be paid for the Goods as if they have been delivered if for any reason the customer does not arrange for or accept delivery.
- 8.5
- 8.5.1 The Seller may deliver the Goods by separate installments. The Seller may raise a separate invoice and require payment for each installment.
- 8.5.2 The failure or refusal of the Seller to deliver in installments on the due dates shall not be deemed to constitute or to manifest an intention to abandon the Contract in any respect and shall not entitle the Customer to treat the Contract as repudiated.
- 8.6 The Goods (specifically glass product) should be handled, stored and fixed in accordance with the GGF guidelines as issued from time to time.
- 8.7 Due to the nature of the Goods, the Customer must immediately inspect on delivery and shall be deemed to have accepted the Goods if the Seller has received no complaint from the Customer within 3 days after delivery. In the case of a non-Consumer sale after acceptance the Customer shall not be entitled to reject Goods which are not in accordance with the Contract.
- 8.8 On delivery of the Goods, the Customer shall promptly provide safe and suitable facilities for the delivery and uploading of the Goods. Any assistance provided by the Seller to the Customer shall be at the risk of the Customer.

9 TERMS AND REPRESENTATIONS/LIMIT OF LIABILITY

THE FOLLOWING CLAUSES DEFINE THE CUSTOMER'S RIGHTS IN RESPECT OF ANY LOSS OR DAMAGE CAUSED BY THE GOODS, CONNECTED GOODS OR SUPPLY OF SERVICES OR FOR ANY STATEMENTS MADE BY THE SELLER, THEIR EMPLOYEES OR AGENTS. CUSTOMERS ARE ADVISED TO READ THESE PROVISIONS CAREFULLY. The Seller's prices are kept as low as practical and the circumstances of their business preclude full indemnity insurance being obtained at a price which would enable the Seller to sell the Goods at a competitive price. ACCORDINGLY CUSTOMERS ARE ADVISED TO CHECK THAT THEY ARE COVERED BY INSURANCE AGAINST ANY LOSS OR DAMAGE THEY MAY SUSTAIN. THE SELLER DOES NOT INCLUDE ANY RESERVE FOR POTENTIAL LIABILITY. THESE CONDITIONS DO NOT AFFECT THE CUSTOMERS STATUTORY RIGHTS AS A CONSUMER.

WE PRIDE OURSELVES ON OUR CUSTOMER SERVICE AT STRATTON GLASS & WINDOWS AND BELIEVE WE CAN RESOLVE MOST ISSUES IN HOUSE. HOWEVER, IN THE EVENT OF AN IMPASSE THE GGF OFFER AN

EXPERT ALTERNATIVE DISPUTE SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT THE GGF VIA THEIR WEBSITE: WWW.GGF.ORG.UK.

- 9.1 The Seller agrees to repair or (at its discretion) issue a credit note in respect of Goods which are found to be defective (fair wear and tear expected) and which are returned to the Seller within the respective Warranty Period provided that each of the following are satisfied:
 - 9.1.1 Notification of any defects is given to the Seller immediately within 28 days of it becoming apparent to the customer.
 - 9.1.2 The Goods have been installed or stored in accordance with the relevant British Standards Manufacturers (Sellers) and GGF Guidelines and Industry Code of Practice and have only been subject to normal use.
 - 9.1.3 The Seller has rights to access to inspect the Goods unless returned to the Seller's premises at the Customers expense.
 - 9.1.4 No work whatsoever (other than normal and proper maintenance) has been carried out to the Goods without the Seller's prior written consent.
 - 9.1.5 The Goods have been assembled or incorporated into other goods only in accordance with any instructions issued by the Seller.
 - 9.1.6 The defect has not arisen from an item manufactured by a person other than the Seller.
- 9.2 The Seller accepts liability:
 - 9.2.1 For death or personal injury to the extent that it results from the negligence of the Seller, its employees (whilst in the course of their employment) or its agents (in the course of the agency).
 - 9.2.2 For any breach by the Seller of any statutory undertaking as to title, quiet possession and freedom from encumbrance.
 - 9.2.3 For the first 12 months after installation for cracks which appear in the glass units, subject to an inspection by the Seller to determine the cause of failure (in accordance with GGF Guidelines).
- 9.3 The Seller accepts no liability in respect of the following:
 - 9.3.1 Minor imperfections with the glass, which are outside the scope of the visual quality standards of the GGF.
 - 9.3.2 Damage due to the misuse, neglect or lack of maintenance by the Customer.
 - 9.3.3 Goods that have been removed or repositioned by persons other than the Seller's staff.
 - 9.3.4 Timber that the Customer has insisted remains in situ next to the Goods installed by the Seller's staff.
 - 9.3.5 Specialist items installed, other than those in 9.3.6 below, where the manufacturer's normal guarantee will apply.
 - 9.3.6 Deterioration in finish or others conditions beyond the Seller's control on door and window handles, hinges, doorknockers and all other furniture.
 - 9.3.7 White gaskets or the build up of atmospheric debris behind the external gaskets.
 - 9.3.8 Variances in matched stain glass colours.
 - 9.3.9 Any double glazed units with holes cut in for extraction fans or similar.
 - 9.3.10 Any condensation which appears is not on the outside of the panes of glass.
- 9.4 No guarantee is given that the units supplied will conform precisely to the showroom samples, brochures and photographs used to demonstrate a typical unit and its composition. Measures taken by the Seller's representatives/employees are approximate and used only for the purpose of calculating the Quotation. The Seller reserves the right to make minor non-aesthetic alterations to the specifications of the Goods and Services stated in the Quotation.
- 9.5 Subject to Conditions 9.1 and 9.2 from the time of delivery the Customer shall be responsible for any defects in the Goods or loss, damage, nuisance or interference whatsoever consequential economic or otherwise or wastage of material resulting from or caused by or to the Goods, the Connected Goods or Application Support. In particular the Seller shall not be liable for any loss of profits or other economic losses. The Seller accordingly excludes all liability for the same.

- 9.6 The Seller warrants to the Customer that the Goods shall be manufactured, stored, tested and packed in accordance with British Standards [5713, 6206] or otherwise to recognised industry standards as specified from time to time by the GGF.
- 9.7 Except where the Customer is dealing as a Consumer, and subject to Condition 9.6, no condition, warranty or other term, express or implied (by Statute or otherwise) is given by the Seller that the Goods, the Connected Goods (whether or not the Seller or its employees or agents have recommended their use) or the Application Support either separately or in conjunction are of any particular quality or will enable the Customer to attain any particular performance or result, or will be suitable for any particular purpose or use under specific conditions or will provide any particular capacity, notwithstanding that the requirement for such performance, result or capacity or that such particular purpose or conditions may have been known (or ought to have been known) to the Seller, its employees or agents.
- 9.8 To the extent that the Seller is held legally liable to the Customer for any single Transgression, the Seller's liability for the same shall not exceed the price of the Goods provided that a number of Transgressions, whether successive or concurrent, which together result in or contribute to substantially the same loss or damage shall be treated as a single Transgression.
- 9.9 The Customer shall fully indemnify the Seller against all losses, damages, costs, actions, claims, demands, fees and other expenses (legal or otherwise) the Seller may incur in consequence of the Goods or Connected Goods being (whether in whole or in part and directly or indirectly) involved in a claim under the Consumer Protection Act 1987 except to the extent that the alleged defect in the product the subject of such claim was directly caused by an act of omission of the Seller.
- 9.10 In case of repair or replacement, the warranty period will be extended up to the greater of 12 months from the date of repair or replacement of the period covered by the Warranty Period as at the date of purchase.
- 9.11 When utilizing existing basework, brickwork or conservatory side frames, Stratton takes no responsibility for the structure below what we have installed.
- 9.12 The seller is not liable for repair/replacement of internal decoration that may be damaged as part of the installation process or breakdown of products under warranty. This includes tiles, timber liners, flooring, furniture, plaster or paintwork during or after installation.
- 9.12.1 Any expenses incurred due to weather/water damage is solely the Buyers responsibility.
- 9.13 During installation Stratton may require heavy plant to access the property such as skip lorries. The customer has the responsibility to ensure their driveway can withhold the load. Stratton cannot be held liable if the driveway cracks or distorts due to this.
- 9.14 No building work, decorating, plastering, sash box removal, threshold boards, dummy sashes, trickle vents, restrictors, door chains/guards or numbers, external landscaping or patio work is included in the order unless detailed on the order.
- 9.15 When removing old doors with electrical, telecom, alarm or door bell cables running through the frame our staff will take the greatest care to prevent damage but Stratton cannot be held responsible if a fault develops.

10 TERMINATION

- 10.1 If the Customer fails to make payment for the Goods in accordance with the Contract, or commits any other breach of the Contract, or suffers distress or execution, or becomes insolvent, or commits an act of bankruptcy, or enters into any arrangement or competition with his creditors or goes or is put into liquidation (other than solely for amalgamation or re-construction), or if an administrative receiver or administrator is appointed over the whole or any part of the Customer's business, or if a petition for an administration order is presented to the Court, then all payments outstanding in respect of the Goods shall become payable immediately. The Seller may in its absolute discretion, without prejudice to any rights which may have accrued or which may accrue to it, as its option.

- 10.1.1 Suspend all future deliveries of Goods to the Customer and/or terminate the Contract without liability on its part; and/or
- 10.1.2 Exercise any of its rights pursuant to this Contract.
- 10.2 It is the Customers responsibility to inform the Seller as to whether the Customer's premises is either a listed building or within a conservation area as defined by Statue, whereupon the Seller will use its best endeavors to obtain all the necessary approvals relating to the installation of the Goods. Where approvals require Additional Items, the Seller will issue a revised Quotation to the Customer. In the event that the revised Quotation is not accepted by the Customer within 7 days, the Seller will be at liberty to cancel the Contract by written notice to the Customer.
- 10.3 If the Customer fails to inform the Seller that the premises are a listed building or within a conservation area, the Seller shall be entitled to assume, without further enquiry that either they are not or that the Customer has obtained the relevant consent or approvals to carry out the Application Support and the Seller shall be under no liability whatsoever.

11 MISCELLANEOUS

- 11.1 The Seller may sub-contract all or any part of its rights and obligations under the Contract without the Customers consent.
- 11.2 The Customer may not assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights and obligations under the Contract without the consent of the Seller.
- 11.3 The provisions of the Contract (Rights of Third Parties Act 1999) shall not apply to this Contract and a person who is not party to this Contract shall have no right under the Act to reinforce any term of the Contract.
- 11.4 The Seller's failure to insist upon the strict performance of any of the Customer's obligation under the Contract shall not be construed as a waiver and shall not affect the Seller's rights to require strict performance of such obligations.
- 11.5 The Customer shall pay to the Seller all expenses including legal costs on a full indemnity basis insured by or on behalf of the Seller as enforcing the provision of this Contract.
- 11.6 If any provision of these conditions or part thereof is found to be invalid or unenforceable, the invalidity of the unenforceability of such provision or part shall not affect the other provision or the remainder of the provision in which such invalid or unenforceable part is contained, which shall remain in full force and effect.
- 11.7 On supply and installation orders. Unless stated, Stratton Glass & Windows Ltd will remove and dispose of all replacement existing windows, doors and/or frames.
- 11.8 Unless stated; 3 keys are provided with doors, all frames are uPVC & glass is clear. Energy ratings detailed on the order are based on glazing specification into our standard uPVC window frame.
- 11.9 The Buyer gives the Seller permission to change frame specification and/or section sizes in order for the frames to fit the aperture; In connection with this, the actual energy rating may vary on the final product.
- 11.10 Unless exact colour codes are specified (e.g. RAL or BS code), the colour of the product is subject to the Sellers consent and/or standard colour range.

12 NOTICES

- 12.1 Any notice, consent, notification, acknowledgement, authority or agreement required or referred to in the Contract shall be:
 - 12.1.1 In writing; and
 - 12.1.2 Given to the party for whom it is intended as such party's registered or main office or last known address; and
 - 12.1.3 Given by registered or recorded delivery post or facsimile transmission and shall be deemed to have been received 5 days after the date of posting or 1 day after the dater of transmission as the case may be.

- 13 DEPOSITS
 - 13.1 The deposit is part of the contract. If the contract is cancelled within the given “cooling off period” the entire deposit will be refunded.
 - 13.2 If the contract is cancel outside of the 7 days cooling off period then the entire deposit is non refundable.

- 14 WHOLE AGREEMENT
 - 14.1 The agreement, and any documents referred to it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

NOTICE OF CANCELLATION RIGHTS

The purchaser has the right to cancel the contract with Stratton Glass & Windows Limited, if he/she wishes and that right can be expressed by sending or taking a written Notice of Cancellation to Stratton Glass & Windows Limited, 9 Hopper Way, Diss, Norfolk, IP22 4GT within 7 days following the date the contract was made. The Purchaser may use the cancellation form provided below if he/she wishes.

Example Cancellation Form

<u>Cancellation Form</u>	
Stratton Glass & Windows Ltd. Unit 9 Hopper Way, Diss, IP22 4GT Tel: (01379) 647332 Email: sales@strattonglass.co.uk	Quote No. (if applicable): Date of contract: Consumer Name: Consumer Address: Post Code:
I/We hereby give notice that I/We wish to cancel the contract signed in our name dated above.	
Signed:	Dated: