



Conditions of Supply

1. Definitions

In these Conditions of Supply, 'Contract' means a binding agreement for the Supplier's supply and the Customer's purchase of Goods and/or Services. The Contract consists of the Order Confirmation, these Conditions and any other document specified in the Order Confirmation; 'Customer' means the person or firm who places the Order for the Goods and/or Services with the Supplier; 'Goods' means the Supplier's goods that are specified (or referred to) in the Order Confirmation; 'Intellectual Property Rights' means all (including applications) patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. 'Order' means the Customer's order for Goods and/or Services as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be; 'Order Confirmation' means the Supplier's confirmation of the Order consisting of the Supplier's acknowledgement information sheet together with its order confirmation form; 'Services' means the Supplier's services that are specified (or referred to) in the Order Confirmation; and 'Supplier' means Rational Windows (UK) Ltd., 7 Avonbury Business Park, Howes Lane, Bicester, Oxfordshire OX26 2UA, UK.

2. Contract

- 2.1 All quotations given, Orders accepted, Order Confirmations given and Contracts entered into by the Supplier for supply of Goods and/or Services are subject to these Conditions. Any quotation given by the Supplier shall not constitute an Offer and is only valid for a period of 30 working days from its date of issue. The Order constitutes a binding offer by the Customer to purchase from the Supplier Goods and/or Services in accordance with these Conditions. The Supplier issues an Order Confirmation for every Order. A Contract shall come into existence either (i) upon the Supplier's receipt of the Order Confirmation signed by or on behalf of the Customer or (ii) by the parties' performance of their contractual obligations according to the Order Confirmation. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.2 The Supplier's employees and agents are not authorised to make representations concerning the Goods/Services or to vary these Conditions, or to commit the Supplier in regard to the Goods or Services (including in regard to dates or times for delivery) other than as set out in a Supplier's written Order Confirmation. The Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representation, which is not so confirmed.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.

3. Order and Specification

- 3.1 The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any Order, including any applicable specification, submitted by the Customer, and for giving to the Supplier any necessary information relating to the Goods and/or Services within a sufficient time to enable the Supplier to perform the Contract in accordance with its terms.

- 3.2 The quantity, quality and description of, and any specification for the Goods and Services shall be that set out in the Order Confirmation.
- 3.3 No Order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier and the Customer shall indemnify the Supplier against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Supplier as a result of such cancellation.

4. Price and Payment

- 4.1 The price of the Goods and Services shall be the price quoted by the Supplier on the Order Confirmation. The price shall be exclusive of value added tax and all delivery charges, unless otherwise stated in the Order Confirmation.
- 4.2 The Supplier may at its discretion carry out a credit check in relation to the Customer to assess the Customer's ability to meet its' payment obligations to the Supplier under the Contract. The Supplier reserves the right to (a) amend the payment terms in this clause 4 (including, but not limited to, requesting advance payment before commencement of the manufacture and/or the delivery) and/or (b) cease to supply Goods and/or Services to the Customer in the event that the result of the credit check does not meet with the approval of the Supplier and its credit insurers.
- 4.2.1 The Supplier's invoices can be issued at interim stages and are due on the date of issue to the Customer. The final date for payment of any invoice, unless otherwise agreed in writing and subject always to the aforementioned credit check, shall be 30 days from the end of the calendar month in which the invoice is issued.
- 4.2.2 In the event the Supplier is unable to obtain satisfactory credit insurance in relation to the Customer, the Supplier may at its option require advance payment from the Customer before commencement of manufacture and/or delivery. In this case an invoice will be rendered and will be due on the date of issue and the final due date will be 14 days from the due date.
- 4.2.3 Entirely without prejudice to clauses 4.2.1 and 4.2.2 above, the time for payment of the Supplier's invoices shall be of the essence and payment must be made by the Customer free of all deduction, withholdings, set off (legal or equitable) or abatement whatsoever.
- 4.3 If an invoice from the Supplier is not paid in full by the Customer by the final date for payment, the Supplier may at its option without incurring any liability and without prejudice to any other rights or remedies, suspend performance of its obligations under the Contract until payment is made. The Supplier is entitled to interest at a rate of 8% above the base rate from time to time of Barclays Bank PLC to be calculated on a daily basis on any balance outstanding until payment in full is received.
- 4.4 The Supplier is entitled to be paid in full by the Customer notwithstanding that title for the Goods remains with the Supplier.

5. Delivery and Performance

- 5.1 Delivery of the Goods shall unless otherwise agreed be made by a third party to the location specified in the Order to a UK mainland location.
- 5.2 If the Customer fails to take delivery of the Goods at the date(s) stated for delivery in the Contract or fails to give the Supplier adequate delivery instructions or access to the Customer's premises so that the Goods can be delivered, then in addition to any other right or remedy available to the Supplier, the Supplier may:
- store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - sell the Goods at the best price readily obtainable and (after deducting all reasonable storage, selling and associated expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract;

And the Supplier shall not be liable for any non-delivery of Goods where such non-delivery of Goods results from any failure, default or non-co-operation by the Customer.



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- 5.3 The Customer shall have sole responsibility for the unloading of all deliveries of the Goods, unless agreed elsewhere in writing between the Supplier and Customer.
- (a) No claim for shortage or breakage can be allowed unless advised in writing to the Supplier within 24 hours after delivery.
- (b) No claim for the supply of incorrect Goods can be allowed after 7 days or if the items have been installed without the Supplier's consent.
- 5.4 Any dates or times for delivery of Goods and performance of the Services are approximate only. The Supplier shall use reasonable endeavours to meet such dates or times but as long as it uses its' reasonable endeavours the Supplier shall not be liable to the Customer in contract, tort, negligence or otherwise for any loss or damage whatsoever resulting from any late delivery of the Goods or performance of the Services.
- 5.5 Where the Goods are delivered by instalments, any breach by the Supplier in respect of any one or more instalments shall not entitle the Customer to terminate the Contract in whole or in part.
- 5.6 In the event that the United Kingdom (UK) ceases to be a member state of the European Union (Brexit) and arising out of Brexit, the Supplier incurs customs handling or other border control that may cause delay to the Supplier's performance under any contract that may come about following your acceptance of the Supplier's quotation, the Supplier reserves the right to extend the time for performance by an identical number of calendar days without any liability on the part of the Supplier. Additionally, if, as a result of Brexit, the Supplier incurs any increased costs (such as customs duties, import VAT and other charges or duties) in regard to the Supplier's performance under the aforesaid contract, the Supplier shall have the right to increase its prices for the Products covered by the contract by an amount equal to such substantiated increased costs. The Supplier will inform the Customer as soon as it becomes aware of the likelihood of any threatening delay or increased costs. The Customer agrees that the Supplier shall not be liable to the Customer or be deemed to be in breach of Contract by reason of any delay in performance or increased costs due to Brexit.

6. Risk and Title

- 6.1 Risk of damage to or loss of the Goods shall pass to the Customer when the Goods are delivered to the Customer in accordance with clause 5 above.
- 6.2 Notwithstanding the passing of the risk, the Supplier shall retain title to and ownership of the Goods until it has received payment in full for the Goods.
- 6.3 Until title in the Goods has passed to the Customer, the Customer shall be in possession of them as a bailee of the Goods for the Supplier and shall store the Goods, properly insured and protected, separately from any other goods belonging to the Customer or any third party, and shall be clearly marked and identifiable as being the Supplier's property. The Supplier shall be entitled to enter the Customer's premises upon reasonable notice to verify the Customer's compliance with this clause. If the Customer fails to make any payments to the Supplier when due, or if any of the circumstances set out in clause 10 arise, then the Supplier will have the right, without prejudice to any other remedies:
- 6.3.1 to enter, without prior notice, any premises where Goods owned by the Supplier may be, and to repossess and dispose of any such Goods; and/or
- 6.3.2 to require the Customer not to resell or part with possession of any Goods owned by the Supplier until the Customer has paid in full all sums due to the Supplier under this or any other Contract.

- 6.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier and if the Customer does so all monies owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

7. Warranty

- 7.1 Subject to the conditions set out below, the Supplier warrants that the Goods will comply in all material respects with their specifications and be free from defects in materials and workmanship for the period stated below from the time that risk in them passes to the Customer:
- 7.1.1 Ten (10) Years in the case of Rational supplied 'aluminium-clad timber' windows, patio doors, sliding doors and casement doors; or
- 7.1.2 Five (5) Years in the case of Rational supplied 'timber only' windows, patio doors, sliding doors and casement doors; or
- 7.1.3 Five (5) Years in the case of Rational supplied 'aluminium-clad timber' and 'timber only' flush and glazed entrance doors entrance doors; or
- 7.1.4 One (1) Year in the case of Rational supplied electrical components or accessories.
- 7.2 In the case of any breach of this warranty then the Supplier shall at its option as soon as reasonably practicable take such steps as may be reasonably necessary to render such Goods in accordance with such warranty or refund the whole or a proportionate part of such sums as the Customer has paid to the Supplier in respect of such Goods. Any repaired or replaced Goods shall be redelivered by the Supplier free of charge to the original point of delivery but otherwise in accordance with these Conditions save that the period referred to below shall be replaced by the unexpired portion of that period only.
- 7.3 The following further special conditions apply to a claim under this warranty regarding Rational double or triple glazed units:
- 7.3.1 The glass panes must have been fitted in a Rational factory or by a Rational approved installer or service engineer.
- 7.3.2 The glass panes in the spacer track must have been stamped with the date of production (year/month).
- 7.3.4 A fault in a glass pane will not be covered where the glass pane has been damaged by external conditions, e.g. knocks or blows, or by movements in adjoining buildings, damage by frost, thermal effect or any chemical damage to the glass.
- 7.3.5 The glass pane will not be covered where it has been exposed to any processing after delivery, e.g. grinding, sand blasting, etching, painting, sticking on, or any other surface treatment.
- 7.3.6 The drain path on the window system must not have been blocked.
- 7.3.7 Panes with 'added/built-in features', i.e. lead glass windows, alarm systems, blinds etc., are only subject to a five (5) year warranty.
- 7.3.8 This Warranty does not apply to exterior condensation appearing outside the cavity (whether indoor or outdoor) of Rational double or triple glazed units.
- 7.3.9 The warranty only covers that Rational double or triple glazed units shall remain free of particles of dust or of humidity in the unit cavity for ten (10) years in the case of windows, patio doors, sliding doors and casement doors and five (5) years in the case of flush and glazed entrance doors entrance doors.
- 7.4 The Supplier shall be under no liability under the above warranty:
- 7.4.1 In respect of any defect in the Goods arising from any non-standard feature requested by the Customer including but not limited to Goods delivered unglazed and Goods delivered without the Supplier's standard locking system fitted.



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- 7.4.2 In respect of any defect in the Goods arising from fair wear and tear, accidental or wilful damage, negligence, failure to follow the Supplier's maintenance instructions (whether written or oral), or misuse or alteration or repair of the Goods without the Supplier's prior approval.
- 7.5 The Supplier will not accept any responsibility whatsoever for loss or damage to the Goods while in transit if carried by a carrier nominated or requested by the Customer or by a carrier who is a servant or agent of the Customer. Subject to the foregoing, the Supplier will at its sole option repair or replace free of charge any part of the Goods lost or damaged in transit provided that the Supplier and the Supplier's carrier are given notice of such damage or loss within the time required by the Supplier's carrier's conditions of carriage and provided that any damaged Goods are returned carriage paid by the Customer to the Supplier's premises.

8. Supplier's Liability

- 8.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 8.1.1 Death or personal injury caused by negligence;
- 8.1.2 Fraud or fraudulent misrepresentation;
- 8.1.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 8.1.4 Nothing in these Conditions shall affect the Customer's statutory rights where the Customer is a Consumer as defined by the Consumer Rights Act 2015.
- 8.2 The Customer shall examine the Goods on delivery and the Services on delivery and on completion. Save where clause 8.3 applies, any claim in respect of defective Goods or workmanship must be notified to the Supplier within 7 days of delivery or completion (as applicable).
- 8.3 Where a defect in the Goods or Services was not reasonably apparent from inspection on delivery or completion (as applicable), the Customer shall notify the Supplier of the defect within 7 days of appearance, save that the Supplier shall have no liability in respect of any defect arising outside the warranty period referred to in clause 7.
- 8.4 The Supplier accepts no liability for any defects in the Goods or Services and the warranty in clause 7 will not apply:
- 8.4.1 Where payment of all sums due to the Supplier has not been made in full;
- 8.4.2 Where defects are not notified to it in accordance with clause 8.2 or 8.3.
- 8.5 Subject to clauses 7 and 8.1, all representations, warranties and conditions implied by trade custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 8.6 Subject to clause 8.1, in no circumstances whatsoever shall the Supplier be liable to the Customer, in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, for loss of profit, loss of business, loss of revenue, depletion of goodwill or loss of anticipated savings in each case whether direct, indirect or consequential which arise out of or in connection with the Contract and the Supplier's total liability in respect of all losses arising under or in connection with the Contract shall in no circumstances exceed the Contract Price.

9. Force Majeure

The Supplier shall not be deemed in breach of the Contract or otherwise liable to the Customer by reason of any delay in performance, or non-performance of its obligations under the Contract to the extent that such delay or non-performance is caused by strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery; failure of its supplier's or contractor's; or any other event or circumstances beyond the Supplier's

reasonable control. In any such event the Supplier may, without liability to the Customer, reasonably vary the terms of the Contract including but not limited to extending the time for performing the Contract by a period at least equal to the time lost due to such an event.

10. Termination

The Supplier may at any time by notice in writing to the Customer terminate the Contract with effect from the date of service of such notice if:

- 10.1 The Customer commits a material breach of the Contract and fails to remedy such breach within 14 days after the Supplier has given written notice to the Customer identifying the breach and requiring it to be remedied; or
- 10.2 The Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 10.3 The Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 10.4 The Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.5 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.6 On termination of the Contract:
- 10.6.1 The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest;
- 10.6.2 The Customer shall return all of the Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 10.7 Termination shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11. Subcontractors

- 11.1 The Supplier reserves the right to sub-contract the performance of the Services where it deems appropriate to do so.

12. Intellectual Property

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services shall be owned by the Supplier. This Contract does not grant to the Customer ownership or any other kind of right to the Intellectual Property Rights associated with the Goods or Services except for the right to use the Goods and Services in accordance with the Contract.
- 12.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

13. Miscellaneous

- 13.1 The expression 'in writing' and 'written' does not include fax transmission but does include electronic mail. The Supplier shall be entitled to assign the Contract at any time and the Customer shall at the Supplier's cost do all such things as may be necessary to enable the Supplier to so assign the Contract.



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- 13.2 Any failure or neglect by the Supplier to enforce at any time any provision of the Contract shall not be construed nor deemed to be a waiver of any of the Supplier's rights under the Contract.
- 13.3 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part this shall not affect the validity of the other provisions of these Conditions.
- 13.4 The parties hereby confirm that no term of the Contract and these Conditions is intended to confer on any third party any right or benefit and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 13.5 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.
- 13.6 Notwithstanding clause 13.5, either party may at any time refer a dispute to adjudication under Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations which Part shall take effect as if it was incorporated into this clause. The adjudicator shall be nominated at the request of either party by Royal Institution of Chartered Surveyors.