

## TERMS AND CONDITIONS OF SOLLEX PRODUCTS LTD

These Terms and Conditions govern all contracts for the sale of goods and services by Sollex Products Ltd. They supersede any other documentation or communication from the client. By purchasing, accepting delivery, or using our products and services, you agree to be bound by these Terms. Any variations to these Terms must be agreed upon in writing.

### 1. DEFINITIONS

- “Company” refers to Sollex Products Ltd.
- “Customer” or “You” refers to any individual or business purchasing or using our products or services.
- “Goods” means the products supplied by Sollex Products Ltd as described in the Order.
- “Services” means any installation or associated services provided by Sollex Products Ltd.
- “Contract” means the agreement between Sollex Products Ltd and the Customer for the supply of Goods and/or Services.
- “Order” refers to the Customer’s request for Goods and/or Services.
- “Force Majeure” means events beyond the Company’s control that may delay or prevent performance, such as natural disasters, strikes, or government regulations.
- “Intellectual Property” refers to trademarks, patents, copyrights, designs, and other proprietary rights of the Company.

### 2. BASIS OF CONTRACT

#### 2.1 Order Acceptance

- The Order constitutes an offer by the Customer to purchase Goods and/or Services.
- The Company accepts the Order when written confirmation is provided and the initial deposit is received, at which point a legally binding Contract is formed.

#### 2.2 Quotations

- Quotations are valid for 30 days from issuance unless otherwise stated.
- Any changes to the specifications, quantities, or designs after the quote has been accepted may result in price adjustments.

- The quoted prices are based on an order being completed in full in one singular phase. We are happy to accommodate phased manufacturing and/or installation if required, however, this may incur additional charges.

### 2.3 Specification & Suitability

- The Customer is responsible for ensuring that the specifications of the Goods and Services meet their requirements before confirming the Order.
- We reserve the right to make minor and/or technical changes to the Goods and Services set out in the contract/specifications.

## 3. CUSTOMER'S OBLIGATIONS

### 3.1 Parking & Access

- The Customer must arrange and pay for parking permits or any necessary access permissions. If not provided, parking costs and congestion charges will be added to the final invoice (plus VAT).

### 3.2 Planning & Legal Permissions

- It is the sole responsibility of the client to determine and obtain any necessary planning permissions or consents before the commencement of work. Sollex Products Ltd shall not be liable for any consequences arising from failure to secure such consents.

### 3.3 Preparation & Protection of Property

The Customer must:

- Remove or protect furniture, soft furnishings, and valuables before work begins (this includes the removal of blinds/curtains/shutters).
- Ensure access to electricity, water, and necessary facilities for installation.
- Provide safe working conditions and inform the Company of any hazards or structural concerns.
- Arrange access to neighbouring land if required.

### 3.4 Delays Caused by Customer

If the Customer fails to grant access or provide necessary preparations, the Company may:

- Reschedule the installation and charge a £500 + VAT per day delay fee.
- Store undelivered Goods for 1.5% of their net value per week.

## 4. Delivery & Installation

### 4.1 Delivery & Installation Timeline

- Delivery times are estimated and may be subject to change. The Company will make reasonable efforts to meet these estimates. However, the company is not liable for delays caused by unforeseen circumstances that are clearly beyond its control, such as natural disasters, strikes, or major supply chain disruptions.
- We aim to provide at least one week's notice before the commencement of installation.
- If the company must change or cancel the installation due to unforeseen circumstances, we will provide at least 48 hours' notice.
- Installation dates are provided in good faith, but the company shall not be liable for delays or interruptions that fall beyond our control, such as those caused by natural disasters or significant supply chain disruptions. The company will, however, communicate any known delays to the customer as soon as possible.
- If a delay exceeds 7 days, the Customer will be offered priority rescheduling.

### 4.2 Acceptance of Goods

- The Customer must inspect the Goods upon delivery and report defects within 24 hours.

### 4.3 Defects & Liability

If the customer reports a defect in the Goods and/or Services, the Company may:

- Reserve the right to inspect the Goods and/or Services; and/or
- Require the Customer to return the defective Goods to the Company at the Customer's expense. If the Goods are found to be defective, the Company will reimburse the Customer for the return costs.
- The Company will not be liable for any damage, loss, claims, or costs caused or worsened by the continued use of defective Goods after the defect has been or should have reasonably been noticed by the Customer.
- The Customer must give the Company a reasonable opportunity to resolve any issues for which the Company is responsible before incurring any costs to remedy the matter. If the Customer fails to do so, the Company will not be liable.

#### 4.4 Site Cleanliness

- The Company will use protective sheets during installation and conduct general tidying after work is completed.

The Company will not be liable for the surrounding structure or wall paint quality upon removing any surround protection.

#### 4.5 Damage Liability

- The Company takes all reasonable care during the installation, but is not responsible for unavoidable damage, such as plaster, brickwork, or other property elements. Minor repairs may be made at the company's discretion, but major repairs will be the customer's responsibility.
- If structural issues are discovered during installation, additional work may be required at an extra cost, which the Customer must approve before proceeding.

#### 4.6 Unplanned Work & Structural Issues

- The installation team will not undertake any work that is outside of the original contract unless agreed upon in writing.
- If structural issues are discovered during installation, additional work may be required at an extra cost, which the Customer must approve before proceeding.

### 5. PAYMENT TERMS

#### 5.1 Payment for Installation Projects

- 10% Deposit upon order placement.
- 40% Upon final approval of the order, before manufacture. Payment is typically within 3 weeks of deposit payment.
- Balance payment due one week before delivery and installation.

#### 5.2 Payment for Delivery-Only Orders

- 50% Deposit upon order confirmation.
- Balance payment due one week before delivery.

### 5.3 Late Payments

- Interest of 5% above the Bank of England base rate will apply to overdue balances.
- Legal action may be taken for non-payment.

### 5.4 Cooling-Off & Cancellations

- Customers may cancel within 14 days of deposit payment for a full refund.
- After the 14-day cancellation period, 75% of the contract value will be charged due to the bespoke nature of the Goods.
- We reserve the right to cancel any agreement and return any deposit in full, less reasonable expenses.

## 6. WARRANTY & GUARANTEES

Warranties are in accordance with our Warranty & Maintenance Guideline.

### 6.1 Warranty Periods

- Accoya: Up to 50 years on timber
- Engineered Redwood, Red Grandis, Sapele, Oak: Up to 30 years on timber
- Conventional Double-Glazed Units: Up to 10 years
- Heritage Double-Glazed Units: Up to 5 years
- Paint: Up to 12 years
- Stain: Up to 5 years
- Window Hardware: Up to 1 year (Or suppliers passed on)
- Replacement Springs: Up to 6 months

## 6.2 Warranty Exclusions

- Damage caused by misuse, neglect, storms, break-ins, or defective surrounding structures.
- Condensation, unless within sealed glass units.
- Lack of maintenance (e.g., evident neglect or general upkeep externally & internally).

## 7. LIABILITY & LIMITATION

### 7.1 Liability Cap

- The Company's liability is limited to the contract value and does not cover:
- Loss of profits, business interruption, or indirect damages.
- Pre-existing property defects that affect installation.

### 7.2 Force Majeure

- The Company shall not be liable for delays or non-performance caused by events beyond its control, including but not limited to:
  - Natural disasters
  - Strikes or industrial action
  - Supplier failures

## 8. DISPUTE RESOLUTION & COMPLAINTS

### 8.1 Complaints Process

- Complaints must be submitted in writing and will be acknowledged within 10 working days.

### 8.2 Legal Proceedings

- Any disputes shall be resolved by English law and submitted to the courts of England and Wales.



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## 9. MISCELLANEOUS

### 9.1 Intellectual Property

- All product designs, trademarks, and materials belong to Sollex Products Ltd. The Customer may not copy, reproduce, or distribute them without permission.

### 9.2 Privacy Policy

- Customer data is handled in accordance with the Company's Privacy Policy.

### 9.3 Amendments

- The Company reserves the right to update these Terms, and continued business with us constitutes acceptance of the updated Terms.

## CONTACT INFORMATION

Sollex Products Ltd

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