

## General contract of products:

Thank you for choosing to place an order with us. Before proceeding with your purchase, we would like to outline the following product order terms to ensure a smooth and satisfactory transaction.

Ação Suave Group Ltd agrees to supply and install the products as indicated in our quotations.

The agreement is conditional upon a full survey, or measurements provided by the client of estimated works.

Order Confirmation: Once you submit an order via, email, or any other approved channel, you will receive an order confirmation detailing the products, quantities, and total cost of your purchase. Kindly review this confirmation carefully and if you notice any discrepancies, inform us immediately. Drawings can be altered before any manufacturing has commenced, this may also increase the lead time estimated and could also incur further charges. PLEASE NOTE THAT PAYMENT OF YOUR DEPOSIT IS NOT THE DATE THE PRODUCTS WILL BE ORDERED- NO MATERIALS WILL BE ORDERED UNTIL SIGNED DRAWINGS HAVE BEEN AGREED BY BOTH PARTIES. Estimated delivery time will be indicated at the order confirmation stage. Please note that actual delivery dates may vary due to unforeseen circumstances. Ação Suave will NOT be held responsible for any delays or factors out of our control. We will try to adhere to dates estimated, sometimes orders are held up within the factory. We will do our best to keep you notified. Any variation to the sizes given or measured need to be in writing before products are ordered. Potential for delay may occur from size changes and project size.

Our suppliers maintain a policy of continuous improvement of all products. This means we may make modifications or improvements to our products. This could result in your order not being the same as any representative's or samples that may have been shown or demonstrated to you.

**Pricing and payment:** All prices provided through a quotation are in GB currency and where stated are exclusive of applicable taxes and shipping fees unless otherwise stated. Part payment upon order placement will be 50% followed by 45% 7 days prior to delivery to TN15 7HX. The final 5% is due upon completion. If not with prior agreement, we will charge interest per day at the rate of 1% per week. After 6 months from the date of each unpaid invoice, should the invoice remain unpaid we will instigate legal action to recover the debt. We accept BACS payments.

**Shipping and Delivery:** We strive to process and ship orders as quickly as possible. The estimated delivery time will be indicated in the order confirmation. However, please note that actual delivery dates may vary due to unforeseen circumstances or factors beyond our control. Whilst we will try our best to hold dates estimated sometimes orders are held up within the factory or at customs. If this is ever the circumstances, we will do our best to keep you notified. We reserve the right to adjust line-item prices if those items are excluded intentionally. Any variation to the sizes given or measured need to be in writing before products are ordered. Potential for delays may occur from size changes. Once the goods arrive at the destination/job site, the buyer assumes control. This means they are deemed as delivered to the buyer and therefor will bear all risk of loss or damage.

We will assume that you will have the correct means to offload items. It is your responsibility to inform us if you do NOT.

**Shipping Costs:** Shipping/delivery fees may vary based on the destination and shipping/delivery methods used. We must make you aware that August is a popular European holiday time amongst our suppliers. Please note that this could affect delivery times for some orders. Shipping fees may vary based on the destination and shipping/delivery methods used. Total shipping/delivery costs will be estimated during the quoting process, to be confirmed when finalising your order.

**Workspace:** We require that you clear away curtains, blinds etc, and all nearby furniture, valuables, fixtures and belongings from work areas. We will not repair or replace, or provide reimbursement for, damaged items not removed from work areas prior to our arrival and whilst works are being carried out. We will require access to a supply of standard electricity.

The price quoted will be increased to cover any extras requested by you, variations, additional fixings or additional work caused by adverse physical conditions on site. For example, unusual obstructions or groundworks or delays on site due to other trades. We require clear sufficient access routes to be provided to enable installers to manually handle materials to selected installation areas. A site visit/Survey at £400 is advisable to confirm these costs.

**Lifting equipment:** Unless explicitly stated otherwise in our quote or agreement, the client will be liable for any costs associated with lifting equipment required during each project. This includes but is not limited to the rental or hiring of cranes, hoists, or any specialized machinery necessary for the safe and efficient handling of materials. Invoices for these expenses WILL BE due prior to any equipment being arranged/hired.

If you require additional lifting equipment or have specific requirements related to this matter, please let us know as soon as possible so that we can make appropriate. arrangements and provide you with a revised quote, if necessary.

**Permissions:** You may require Planning Permission for Work to be carried out if it includes the installation of completely new windows and you live in a flat or maisonette, if you live in a Conservation Area under Article 4 Direction, or if you live in a listed Building. If you are a leaseholder, you may also require the consent of your freeholder. Other permissions may also be required. The owner of the property is legally responsible for obtaining relevant Planning Permission and ensuring Building Regulations compliance.

**Survey and consents:** The purpose of our survey of the property, if one is undertaken, is to check the accuracy of your order and feasibility of installing the goods referenced within it. It is not a general survey of the property, and we are not responsible for putting right any pre-existing defect in the property whilst installing the goods.

Sometimes It may not be possible for our surveyor to detect any structural instability or defect in your property. We will not be liable for any damage resulting from existing, structural or other defects in your property. If structural problems are discovered to exist, you must still pay the price in full even if we are not able to complete the installation in the way envisaged. You will receive two drawing amendments as part of your agreed quotation, any amendments after this will be chargeable at £300 per drawing. Any further site survey visits due to amendments will be chargeable at £400 per operative. Amending drawings, delays delivery expectancy. All sizes, handles, RAL colours/Anodised, opening styles, cill details and specifics are to be thoroughly checked and signed off on your supplied drawings.

Confidential information: All drawings, documents and other information supplied by the company under the contract are supplied on the express understanding that copyright, design right or any other intellectual property right is owned by the company and that the customer will not without the written consent of the company either give away, loan, exhibit or sell any such drawings or extracts there from or copies thereof or use them in any way except in connection with the goods in respect of which they are issued.

To avoid any misunderstandings and ensure a smooth collaboration, we recommend reviewing the quote thoroughly and seeking clarification of any questions regarding the inclusions and exclusions. And review the full specification including sizes, colours and materials. NO MATERIALS WILL BE ORDERED UNTIL SIGNED DOCUMENTS HAVE BEEN RETURNED.

**Cancellations:** As our products are bespoke and tailor made specifically for each of our clients as set in the consumer rights act 2015- "Bespoke goods" cancellations will NOT be accepted.

**Product Warranty:** Each product has different levels of warranty if you require specific information, please request from our customer support team. If full payments are not made as per the acceptance of our terms and conditions upon installation completion- guarantee and warranties will not be issued.

Ação Suave Group Limited works in accordance with the standards of glass and glazing federation: Viewing area:

- a) Scratches and sleeks are acceptable if not visible from 2 metres viewing distance, or 3 metres for toughened, laminated or coated glass.
- b) Bubbles and inclusions not greater than 2.0mm at least 150mm apart are deemed acceptable.
- c) Occasional white scars near the edge zone are acceptable.

Kite Marks- Glass manufacturers mark glass on the edges rather than the face of the glass. If you require to see this, please specify the position.

All frames carry a 5 year guarantee. This will be void if damage is caused by reckless behaviour or by wanton abuse. Any scratches, cracks, dents or alike must be reported within 24 Hours of installation to be valid against your guarantee. Glass units, as per manufacturers terms. 5 years. Please be aware- if terms and conditions are not adhered to IE: Full payments are not made as per the acceptance of our terms and conditions. Guarantee and warranties will not be issued. (Upon your deposit payment this is your acknowledgement of our terms and conditions).

**Quality and description:** All goods must fully comply with the particulars outlined within the order placed and with any specification samples or patterns requested within the order placed. All goods must be of a good quality, comprise of only new material and be fit for the purposes for which they are supplied. If you have requested a glass sample or pattern sample, please send back your signed confirmation document.

No provision has been made for additional EPDM to all frames. We cost for all waterproofing to the base channels. Flush threshold will not be guaranteed weather rated.

The supply and installation of any product may not itself eliminate condensation. This is dependent upon the environment within your property. We cannot guarantee condensation in your property will be eliminated- therefore we will not be liable for any relation to this matter. Regulating heating with sufficient ventilation helps reduce moisture from ALL properties newly built or dated being caused by poor ventilation.

No provision has been made for additional cover plates and trims or making good any internal finishes.

All external products are double, or triple thermally broken.

All internal products are un thermally broken unless specified at the point of design.

You will receive copies of your confirmation of signed drawings, receipt of payment, estimated delivery date as per the factory estimates.

**Customer Support:** For any inquiries, issues, or assistance with your order, our dedicated customer support team is available on **0203 478 65 92**.