

## **Terms & Conditions for Landmark Window Co. Ltd – Sash Window & Joinery Business**

### **1. DEFINITIONS**

1.1 The Company: "The Company" refers to Landmark Window Co. Ltd, with its office located at Units A1b, Lea Road Trading Estate, Waltham Abbey, EN9 1AE.

1.2 The Customer: "The Customer" represents the individual, firm, or company with whom the Company enters into an order agreement for goods or services.

1.3 Goods: "Goods" encompass products and services specified in the order, whether the order is placed verbally or in writing, including custom-made items.

### **2. QUOTATIONS & ORDERS**

2.1 All quotations provided by the Company are valid for a period of 30 days from the date of the quotation. Orders are confirmed upon receipt of a deposit or written agreement, and any variations to the original order must be confirmed in writing and may be subject to additional charges.

### **3. CUSTOM-MADE GOODS**

3.1 The Customer acknowledges that the Goods are custom-made to the specifications provided in the order. Consequently, the Goods cannot be returned unless they do not adhere to the custom sizes agreed upon.

### **4. DEPOSIT & CANCELLATION**



4.1 A minimum deposit of 25% up to 80% is required to initiate the job. This deposit is **non-refundable** if the Customer cancels the order after placement, unless cancellation is due to the Company's failure to perform its contractual obligations or unreasonable delay. In such cases, the deposit will be refunded in full, minus reasonable costs incurred by the Company prior to cancellation. (Reasonable delay' means any delay that does not significantly impact the overall delivery or installation schedule and is caused by factors outside the Company's direct control, provided the Company takes reasonable steps to minimise such delay - Exclusions for weather, supply chain, customer access, parking issues.

## 5. NO RETURNS ON CUSTOM-MADE GOODS

5.1 Orders are individually produced and cannot be returned to the Company for credit. Payment in full is required for any custom-made door, window, or joinery item ordered by the Customer.

## 6. PRICING

6.1 All prices are subject to Value Added Tax (VAT) at the prevailing rate at the time of invoicing.

## 7. PAYMENT TERMS

7.1 Unless otherwise agreed in writing, final payment is due on delivery.

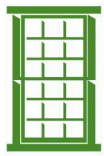
7.2 Payment can be made through bank transfer or cheque.

7.3 The Company reserves the right to charge interest on overdue payments at a rate of 8% per annum above the Bank of England base rate.

## 8. GUARANTEE

### 8.1 Complete New Installations





The Company provides a **10-year guarantee** for all new replacement timber frames, sashes, and/or doors. This guarantee covers defects in materials and workmanship.

If you decide to go with our Accoya Premium Option, **(Please see Accoya Guarantee)**.

### 8.2 Repairs and Restoration Works

For repairs and restoration works (e.g., hardwood splicing, epoxy resin repairs, repainting), the Company provides a 2-year guarantee. This guarantee is limited to the specific repairs or restoration performed.

### 8.3 Sealed Units (Glazing)

Sealed units, including double, triple, and vacuum glass, are guaranteed for **5 years** from the date of installation. This guarantee excludes damage caused by misuse, extreme weather conditions, or improper installation by third parties.

Within the first **1 year**, the Company will provide a free replacement and installation of any sealed unit that is found to be faulty, excluding the factors in this agreement such as access, damage by customer, moisture, improper ventilation.

From **year 2 to year 5**, the Company will facilitate a replacement unit under the supplier's guarantee, subject to any applicable exclusions. However, the cost of installation for the replacement unit during this period will be charged at the Company's prevailing half-day or full-day rate, depending on the extent of the work required. The Customer will be fully informed of these charges prior to any work being undertaken.

### 8.4 Third-Party Components

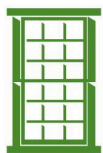
Window and door furniture, such as locks, handles, and fixing sealants, are covered by the manufacturer's standard 12-month warranty. The Company's responsibility is limited to facilitating the warranty process with the manufacturer.

### 8.5 Exclusions

The guarantees do not cover:

- **Pre-existing conditions** or defects in the original structure.
- **Neglect or improper maintenance**, such as failure to follow aftercare guidelines.
- **Normal wear and tear** or damage caused by environmental factors (e.g., fire, flood, storm damage).





- **Modifications or repairs** carried out by third parties without the written consent of the Company.

### 8.6 Inspection and Reporting of Issues

Before performing any repairs or restoration, the Company will conduct a **visual inspection** of the pre-existing materials. Hidden or latent defects not identified at the time of inspection will not be covered by the guarantee unless explicitly noted in writing. **Pre-existing defects** that remain unrectified are excluded from the guarantee.

### 8.7 Payment

Any product guarantee becomes effective upon completion of the works and full payment by the due date.

**For full details on our guarantees and aftercare requirements, please refer to the LANDMARK WINDOW CO LTD Guarantee Document, provided with your installation or available upon request.**

## 9. CUSTOMER RESPONSIBILITIES & AFTERCARE

The longevity of timber windows and doors depends on proper care and maintenance. Customers are responsible for adhering to the aftercare guidelines provided by the Company. Failure to follow these guidelines may void the guarantees provided.

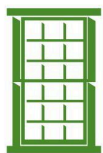
### 9.1 Drawings and Diagrams

The Customer confirms the accuracy of items and diagrams in the contract.

### 9.2 Access and Parking

The Customer shall provide reasonable access to the installation address at all reasonable times for the Company to carry out the scheduled work. The Customer is responsible for obtaining any necessary parking permits unless otherwise agreed in writing. Should the Customer fail to provide the required permits, any parking fees or fines incurred by the Company will be added to the final invoice, charged at the applicable local rate. In the event that a parking ticket or fine is issued due to the Customer's failure to provide parking permits, the cost will be included in the final invoice.

### 9.3 Installation Date



Failure to agree to an installation date within 28 days of readiness will require payment of the balance of the product supply cost.

#### 9.4 Repainting and Re-sealing

Timber windows and doors should be repainted or re-sealed every **5 years**, depending on their exposure to weather conditions. In coastal or high-humidity environments, more frequent re-sealing is required every **3 years**. **Failure to maintain** regular repainting or re-sealing will void the guarantee for moisture-related damage.

#### 9.5 Cleaning

Timber frames must be cleaned every **3 months** with a soft cloth and mild detergent. **Harsh chemicals or abrasives** should not be used as they may damage the finish. Glass should be cleaned carefully to avoid water contact with timber, which can cause swelling or warping.

#### 9.6 Ventilation and Condensation Control

Proper ventilation is essential to prevent condensation, which can damage timber elements. Inadequate ventilation leading to condensation build-up, fungal growth, or wood decay is not covered by the guarantee.

#### 9.7 Lubrication of Moving Parts

Hinges, locks, pulleys, and handles should be checked and lubricated annually. Failure to lubricate these components may result in mechanical failure, which is excluded from the guarantee.

#### 9.8 Inspection for Timber Rot and Damage

Customers must regularly inspect timber for signs of rot, cracking, or warping. If identified, these issues must be reported immediately to the Company. Failure to address these conditions promptly will void the guarantee for related damage.

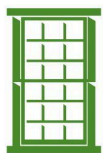
#### 9.9 Weatherproofing and Draught-Proofing

Seals and draught-proofing materials must be inspected and maintained periodically. Worn or damaged seals should be replaced as soon as possible to prevent water ingress or air leaks. The guarantee does not cover damage caused by neglected draught-proofing.

#### 9.10 Gutter and Drainage Maintenance







Customers must ensure that gutters, downpipes, and drainage systems near the installation are functioning properly to avoid **water overflow** onto the timber. **Persistent moisture exposure** will void the guarantee for timber damage.

**For detailed aftercare instructions, please refer to the Aftercare Guidelines / Operating Manual provided by the Company upon request.**

## 10. GLASS IMPERFECTIONS & CONDENSATION

10.1 The company cannot be held responsible for any imperfections caused by the manufacturing process of the glass nor any breakage of the glass once installed.

10.2 The Company does not claim or guarantee that its products eliminate or reduce condensation.

### 10.3 Glass Quality and Visual Standards

All glass supplied by the Company is manufactured to meet the standards of the Glass & Glazing Federation (GGF) Visual Quality Guidelines. The Customer acknowledges and accepts that:

Glass shall be inspected from a distance of no less than 2 metres for annealed glass, and 3 metres for toughened or laminated glass, viewed at 90 degrees, in natural daylight without direct sunlight or artificial spot lighting.

When viewed under these conditions, minor visual imperfections such as seeds, bubbles, hairline scratches, or slight blemishes that do not significantly affect the overall appearance are considered acceptable and do not constitute a defect.

Minor imperfections that are inherent in the manufacturing process, including but not limited to slight colour tints, optical phenomena, or distortions, are not grounds for rejection.

The GGF accepts that double-glazed units may exhibit natural visual effects, such as:

- Brewster's Fringes (rainbow effects)
- Minor haze or dusting



- Low-emissivity coating marks visible in certain lighting
  - Slight variations in colour tone or reflection
- These are naturally occurring characteristics and are not classed as faults.

Glass will only be considered defective if it contains severe visual faults that remain clearly visible under the inspection conditions defined by the GGF.

## **11. FINAL TECHNICAL SURVEY**

11.1 Orders are subject to a final technical survey, to be conducted during daylight hours.

## **12. COMPANY'S RIGHT TO CANCEL**

12.1 The Company reserves the right to cancel an order if, following the final technical survey, the surveyor determines that the Company cannot fulfil its obligations within the agreed contract price or terms. The Customer will be given the opportunity to remedy any issues identified during the survey, failing which, the Company may cancel the contract. In such cases, any deposit or monies paid will be refunded in full.

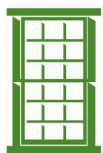
## **13. RISK AND OWNERSHIP**

13.1 Risk passes to the Customer upon Goods leaving the Company's premises when collected. Risk passes to the Customer when the Company installs the Goods. This does not include "risk of theft/vandalism once delivered" and does not include "risk of storage damage if customer postpones works".

13.2 Ownership of the Goods remains with the Company until full payment is received and cleared in the Company's bank account.

## **14. TERMINATION OF CONTRACT**





14.1 Either party may terminate the contract in the event of a material breach by the other party. The Company reserves the right to retain deposits or payments made for work already performed in the event of termination by the Customer.

Retain deposits for work already performed” shall include, as a minimum:

- a fixed administrative charge,
- all labour time spent,
- materials ordered,
- restocking or supplier return fees, and
- a minimum charge of what the company considers a ‘day-rate’ regardless of the stage of work.

The Company’s calculation of these costs shall be final and binding.

## 15. DAMAGES AND RE-DECORATION

15.1 The Company will take reasonable care of the Customer’s property during the installation process. However, the Company will not be liable for **unforeseeable** damage or re-decoration costs unless caused by the Company’s negligence or failure to take reasonable care. Customers are advised to cover any areas of concern before work begins.

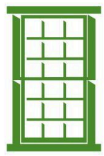
## 16. ADDITIONAL WORK

16.1 The contract price does not include repairs or replacements for rotten timber, defective lintels, hidden services, or hazardous materials (e.g., asbestos) unless specified in the work schedule.

16.2 The Customer must remove household fixtures and fittings (e.g., curtains, nets, blinds) before work commences. The Company is not responsible for damage if these are not removed.

## 17. REMOVAL AND DISPOSAL





17.1 The Company does not guarantee the reusability of the Customer's existing doors, windows, or frames. They will be removed from the site and disposed of unless otherwise instructed.

## 18. MINOR VARIATIONS

18.1 The Company reserves the right to make **minor, non-material variations** to its products without prior notice, in line with its policy of continuous development and improvement. These variations will not affect the quality, performance, or appearance of the product in any significant way.

## 19. ACCEPTANCE

19.1 Goods are considered accepted if an immediate inspection on delivery, collection or if the Customer has signed a note of acceptance or delivery. Subsequent rejections will not be accepted.

## 20. COLLECTION & DELIVERY

20.1 The quoted collection, delivery and/or installation period is an estimate and may be improved if possible.

## 21. LIMITATION OF LIABILITY

21.1 The Company's liability for any breach, non-performance, or unforeseen circumstances is limited to the total price of the specific order. The Company will not be liable for **any indirect or consequential loss**, including, but not limited to, loss of profits, loss of use, or financial loss. However, this limitation does not exclude or limit the Company's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under UK law.



## 22. FORCE MAJEURE

22.1 The Company is not liable for any failure to perform its obligations due to circumstances beyond its control, such as fire, flood, natural disasters, or other unforeseen events (force majeure). In such cases, the guarantee period will not be extended or altered.

## 23. WARRANTY

23.1 The Company will repair or replace defective Goods due to faulty materials or workmanship as per the written guarantee. **(Please refer to our Warranty Document)**

## 24. MISSED APPOINTMENTS

24.1 A fee starting from **£500 + VAT** will be applied for missed fitting day appointments not cancelled or rescheduled with at least **48 hours' notice**, provided the Company has incurred costs or suffered a delay due to the missed appointment.

## 25. SHARING CUSTOMER DETAILS WITH THIRD PARTIES

### 25.1 Customer Consent

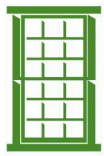
Landmark Window Co Ltd ("the Company") may share customer details with third-party companies ("Third Parties") such as installers, service providers, or contractors for the purpose of assisting with the customer's enquiry. Customer details will only be shared with the customer's consent.

### 25.2 No Responsibility for Third-Party Work

Where the Company refers or introduces a customer to a Third Party for installation or related services, the customer acknowledges that any such Third Party operates **entirely independently** of the Company. The Company does **not** supervise, control, guarantee, or accept any liability for the Third Party's workmanship, conduct, advice, or performance.

### 25.3 Supply-Only Situations

Where the customer chooses to engage a Third Party for installation, the Company supplies products **only**, and the Company's responsibility is strictly limited to the condition of the Goods at the time of delivery.



All installation-related issues, including but not limited to fitting, sealing, aligning, levelling, fixing, or site preparation, are the sole responsibility of the Third Party.

#### **25.4 Purpose & GDPR Compliance**

Any data shared with a Third Party is for the purpose of enabling service delivery or customer support. All sharing is carried out in accordance with GDPR and applicable data protection laws.

#### **25.5 Withdrawal of Consent**

Customers may withdraw their consent for data sharing at any time by contacting the Company. Withdrawal of consent may limit the Company's ability to coordinate or recommend Third Parties.

#### **25.6 Limited Liability for Shared Data**

Once customer information has been transferred to a Third Party, the Company is not responsible for how the Third Party handles such information. Customers should review the Third Party's privacy policies independently.

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### **26. SUPPLY-ONLY TO THIRD-PARTY INSTALLERS**

#### **26.1 Scope of Supply-Only**

Where the Company supplies Goods for installation by a Third Party, the transaction is deemed **SUPPLY-ONLY**. The Company is not the installer and does not enter into any contract relating to installation, fitting, or on-site works.

#### **26.2 Installer Responsibility for Measurements**

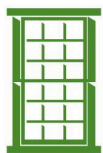
All measurements, dimensions, tolerances, and site conditions provided to the Company by a Third Party or by the customer are taken **entirely at the Third Party's or customer's risk**.

The Company shall not be liable for Goods manufactured or supplied in accordance with incorrect measurements or unsuitable specifications provided by others.

#### **26.3 Condition Upon Delivery**

The Third Party or customer must inspect all Goods on delivery. Once the product is installed, it is deemed fully accepted, and no claims can be made relating to pre-installation defects that should reasonably have been identified during inspection.





## 26.4 Transfer of Risk

Risk in the Goods transfers to the customer or Third Party immediately upon delivery or collection from the Company's premises, including risks of:

- damage during transportation by others
- site handling
- Storage
- installation or attempted installation

## 26.5 No Guarantee on Third-Party Installation

The Company's guarantees cover **materials and manufacturing only**. No part of the guarantee applies to:

- installation carried out by a Third Party
  - faults caused by incorrect fitting
  - failure of fixing, sealing, alignment, or site preparation
  - damage occurring during installation
- Issues arising from installation must be resolved with the installer directly.

## 26.6 Limited Landmark Responsibility

Once Goods are supplied, the Company has no responsibility for:

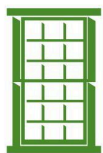
- installation arrangements
- payment terms agreed between the customer and the installer
- workmanship quality
- delays, missed appointments, or conduct of the installer
- any damage caused during or after installation

## 26.7 Indemnification

The customer agrees to indemnify and hold the Company harmless from any claims, expenses, or liabilities arising from installation or services provided by a Third Party.

## 26.8 Dispute Handling

Any disputes regarding installation, workmanship, site conduct, or installation-related defects shall be directed to the installer. The Company is not party to such disputes.



## 26.9 Updates and Changes

These provisions may be updated by the Company from time to time. Customers will be notified of material changes.

## 27. GOVERNING LAW

27.1 These Terms and Conditions, along with the Guarantee Document and any associated agreements, are governed by and interpreted in accordance with the laws of England and Wales.

**By accepting services recommended by Landmark, the customer acknowledges their understanding of an agreement to the terms and conditions outlined in this statement.**

This agreement outlines the division of responsibilities between Landmark and the Third Party and highlights the customer's obligations in engaging with recommended services.

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### Important Notice

These Terms and Conditions are provided in conjunction with the Guarantee issued by LANDMARK WINDOW CO LTD. The Guarantee provides additional details regarding product coverage and limitations. Both the Terms and Conditions and the Guarantee must be read together to fully understand the customer's rights, obligations, and the scope of the Company's liability. By engaging with the Company's services, the Customer agrees to be bound by both these Terms and Conditions and the Guarantee.