S.C.I. PRODUCTS LIMITED AGREEMENT

This agreement is made between the Customer and SCI Products Limited

1. All terms of the contract between the Customer and SCI are contained in this document. The specification of products to be supplied and works to be carried out are as defined in the Contract Form and any attachments thereto. No other statements or warranties whether written or verbal may be relied upon by the customer unless made in writing and signed by an authorised signatory of SCI Products Ltd. Receipt by SCI of a deposit payment or other written order shall be construed as acceptance of this agreement.

2. Notice of the Right to Cancel
   You have the right to cancel this contract if you want to;
   This right can be exercised by delivering or sending a cancellation notice to SCI Products Ltd. at any time within the period of 14 days starting with the day the contract is made and the Customer is in receipt of a notice in writing of the right to cancel this contract. The cancellation notice may be given to The Director, SCI Products Ltd., 51 Epsom Road, Morden, Surrey SM4 5PR.You may use the cancellation form provided with this contract if you so wish.
   The notice of cancellation is deemed to be served as soon as it is posted or sent to SCI Products Ltd or in the case of an electronic communication from the day it is emailed to office@sciwindows.co.uk.
   You may be required to pay for the goods or services supplied if the performance of this contract has begun with your written agreement before the end of the cancellation period.

3. This agreement shall be subject to SCI's representative's survey. If the survey reveals significant unforeseen additional work being required at an extra cost to the Customer for reasons of safety, weather resistance or legal compliance or as a consequence of non-viability of completion of construction or product installation for reasons not known at the time of signature of this Agreement, including items discovered during construction or installation and which could not reasonably have been identified during a survey, both the Customer and SCI have the right to cancel it. Any survey will take place at a time agreed by the Customer and SCI.

4. If the Customer and SCI are unable to agree on a revised Agreement following any survey, the Customer will be provided with details of the survey findings and any monies paid will be refunded promptly.

5. The Customer will allow installation of the Goods to commence within the Anticipated Delivery Period. If within 4 weeks of the end of this period the Customer is unable to agree with SCI an appointment for installation, 80% of the Total Cost will immediately become payable and installation or delivery will follow as soon as is reasonably practicable by agreement between SCI and the Customer. The customer shall grant the Company's employees access to the installation area at all reasonable times.

6. If installation is not commenced within the Anticipated Delivery Period the Customer may write to SCI requiring the work to be completed within six weeks or some other mutually agreeable period. If the work is not completed within this extended period, the Customer may cancel the outstanding work required to install the goods and delivery of any part of the goods not yet delivered without penalty by sending SCI a letter advising SCI of their wish. SCI recommends the Customer sends this letter by recorded delivery. In addition, the Customer will be entitled to a refund of the value of any monies paid which exceed the value of that part of the goods which has been supplied and of the installation work carried out by SCI. If SCI has carried out work or delivered all or part of the goods to a value which exceeds payments made by the Customer, SCI will be entitled to the payment of the difference. In the event of cancellation by the Customer for this reason, the Customer is entitled to deduct any additional amount where the Customer has to pay more than the purchase price to others to complete the installation. If SCI and the Customer are unable to agree the value of work completed or that part of the Goods supplied, this will be determined by arbitration.

7. SCI shall not be liable for any delay in the completion of the work, which arises from causes beyond its control (for example exceptionally poor weather, fire, flooding, civil disturbances, strike action by others, criminal damage and acts of war) nor shall such a delay entitle the Customer to cancel all or any part of this agreement.

8. The Customer or SCI are entitled to cancel this agreement in the event of any serious breach of its terms by the other, including but not limited to refusal to comply with Building Regulations or to carry out a reasonably required correction of defects.

9. SCI shall not be liable for any consequential losses suffered by the Customer beyond the replacement or refitting of the products supplied under this agreement, including losses arising from the Customer's time taken to allow access for SCI staff to complete installation or remedial works or personal inconvenience caused by delays to the installation of products or carrying out of remedial works.

10. The Customer is responsible for: obtaining any necessary planning, legal or other permissions prior to the installation; where necessary the removal or re-siting prior to installation of any pipes and cables; obtaining necessary permission so that the Company's installers may gain access to adjoining properties for the purposes of installing the product; redecoration after installation, including painting of any wood; any necessary alterations to pelmets, blinds or curtains, tracks or poles.

11. The Customer will pay SCI the balance of the Total Cost when the products have been properly installed in accordance with the terms of this agreement.

12. The Total Cost, less the deposit paid, shall be paid by the Customer to SCI immediately upon completion of the installation. In the rare event of any minor defect or remedial work remaining after the installation has been completed, if agreed by SCI, part of the original contract value may be withheld by the Customer. Upon satisfactory remedy, this retention must be paid to SCI within 7 days. All overdue accounts shall bear interest at the rate of 10% per annum above the NatWest Bank base rate with such interest accruing from day to day. Under no circumstances shall the Customer withhold payment of the balance in amount which is not proportionate to the retail cost of any outstanding work and / or materials to be supplied. In particular, the amount that may be withheld in respect of remedial works for the replacement of sealed units fitted but which are damaged or incorrect of for window or door furniture which is functional but marked or incorrect shall not exceed double the cost of the materials and labour required for remedy or £50, whichever is the greater. For this purpose, labour costs shall be determined in accordance with SCI's standard rates for installation personnel for the time being. The Customer shall provide reasonable access to SCI to allow remedial works to be carried out. If for any reason access cannot be arranged to carry out remedial work within 7 days or a written request by SCI, the balance of the contract shall be payable in full.

13. The risk in the goods shall pass to the Customer on Delivery. Notwithstanding that delivery shall have been made to and accepted by the Customer, the goods the subject of this contract shall remain in the ownership of SCI and the property in the same shall not pass until payment has been received in full by SCI for the same.

14. SCI does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property e.g. radiators, pipes and electricity, unless specifically stated in this agreement SCI will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of the existing materials or the non availability of matching materials and cannot guarantee the exact matching of external specialist finishes such as pebble dashing or similar material. When variations occur in existing plaster lines SCI cannot guarantee that equal frame will be visible all round, but will do its best to ensure a high standard is achieved. SCI will make good any damage caused in the course of installation to plaster, rendering or brickwork immediately surrounding any product installed, but SCI cannot guarantee to avoid causing superficial damage to surrounding wallpaper and paintwork or to avoid damage to ceramic tiles in the same area. The making good of that damage is the Customers responsibility. SCI cannot undertake to remove intact any existing glass, frames or secondary double glazing units or to replace secondary double glazing units. All materials removed during the course of the installation will be removed from site and cannot be retrieved thereafter. If any materials are to be retained this must be clearly stated on the agreement and will be the responsibility of the customer to arrange such operations.

15. SCI guarantees to repair, where it deems to be practicable and appropriate, or failing that to replace free of charge for labour and materials, any window, door or conservatory roof product including any insulated glass unit, which develops a fault (including condensation between the glasses of the units) due to defective materials or workmanship within 10 years of installation. The Customer must notify SCI of any claim under the terms of this guarantee within 28 days of discovery of the fault, preferably by sending SCI a recorded delivery letter. Supply only goods and materials shall be covered for five years only. The guarantee comes into effect immediately the installation has been completed provided that the full price has been paid. The guarantee is void if the full price is not paid on the due date.

16. This guarantee does not extend to:
    a. Minor imperfections within the glass and outside the scope of the visual quality standards of the Glass and Glazing Federation.
    b. Breakage or damage to the glass reported to SCI 28 days after installation.
    c. Defects arising in handles, lock or hinge mechanisms and associated parts, the tarnishing, pitting or other marring of the finish of products supplied or breakdown of weather seals gaskets or other similar products which appear more than 12 months after the date of installation and where SCI is not able to rely on a manufacturer's guarantee to obtain replacement parts free of charge.
    d. Defects arising due to normal wear and tear of moving parts
    e. Damage due to misuse, neglect or lack of maintenance by the Customer, or from causes beyond SCI's control, (for example fire, flooding, civil disturbances, criminal damage or acts of war).
    f. Specialist items installed, for example electrical ventilators, batteries etc. where the manufacturers normal guarantee will apply.
    g. Any works carried out by others associated with this installation, other than works carried out by SCI or its employees.
    h. Consequential losses beyond the replacement or refitting of the products supplied under this agreement, including losses arising from the Customer's time taken to allow access for SCI staff to complete installation or remedial works
    i. Any condensation that appears on the outside of the glass sealed units
    j. 'Blooming' on coated glass products which may become visible to the naked eye when light falls from an oblique angle, which in some cases may appear as a 'Frame Effect' around the window. This effect is normal and does not indicate dirt or contamination.
    k. Soiling to products or discolouration caused by environmental factors such as air pollution, dirt, fumes, fungal action or other contamination.

The Company reserves the right to change the specifications of any of its products without prior notice.

Nothing in these conditions will reduce the Customers statutory rights relating to the supply of goods and services. For further information about these the Customer may contact their Local Authority Trading Standards Department or Citizens Advice Bureau

Cancellation Notice

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be done by electronic mail) this to SCI Products Ltd. You may use this form if you want to but you do not have to. Full details are available in point 2 of our Terms and Conditions.

(Complete and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

To The Director, SCI Products Ltd., 51 Epsom Road, Morden, Surrey SM4 5PR

office@sciwindows.co.uk

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract no:

Signed:

_____

Name and Address:

_____

_____

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_____

_____

Date:

_____/_____/_____