



TERMS AND CONDITIONS

ABOUT US:

<i>Company Name:</i>	Aumaxum Ltd t/A Aumaxum Architectural Glazing
<i>Registered Office:</i>	Unit 7, Crystal Centre, Crystal Way, London, Harrow, HA1 2HP
<i>Registered In England & Wales:</i>	7787768
<i>Vat No:</i>	128 2486 07
<i>Trading address:</i>	Unit 7, Crystal Centre, Crystal Way, London, Harrow, HA1 2HP
<i>Contact email:</i>	info@aumaxum.com
<i>Contact telephone:</i>	02038131409
<i>Contact Person:</i>	General Manager
<i>Website:</i>	www.aumaxum.com

Important Notice

Prior to agreeing to purchase any products or services from Aumaxum Ltd, you are advised to read and understand the following terms. If there is any term or area that you require further clarification, please contact us using the details provided above.

What these terms cover

This document relates to all products and services provided by Aumaxum Ltd. This includes both end users and trade clients.

Our contract with you

All specific terms in addition to this document will be located under "TERMS" on our order confirmation and/or Sales Invoice. No verbal or written arrangement outside of the order confirmation shall be in any way binding upon the company, including time constraints and items not included in the contract, only documents used in the order process will take precedents and no verbal communication will be accepted. Production approval stages are all signed off by the end user. If in any doubt the end user must stipulate any questions on the project before approval of drawings and/or acceptance of contract.

1 BASIS OF SALE

- 1.2 The Purchase Price is as recorded in your invoice or purchase order respectively.
- 1.3 These terms and conditions will apply exclusively to this Purchase Agreement.
- 1.4 You are responsible for ensuring that the details of your order as set out in the Purchase Agreement and any applicable specification are complete and accurate. Please check carefully before signing.

2 TERMS OF PAYMENT

- 2.1 We may require an advance payment from you in the form of a deposit to go towards the purchase of materials etc for your project. Each project is unique, and the terms of payment shall be specified in the Purchase Agreement and forms part of the terms of this contract. This may be your Sales Invoice
- 2.2 You will pay us the balance of the purchase price on the final day of installation. All terms as set out in your Sales Invoice.
- 2.3 Should there be any defects, you may not withhold a sum higher than the value of any outstanding defect or work, until such time as the defect or work is rectified by us. Defects as per this contract. They need to be reviewed within the scope set out in these terms. Please refer to this document to see the scope of what is and is not classed as a "defect"
- 2.4 For any overdue payments we will charge you interest at 3% above Barclays Bank Plc base rate accrued daily until full payment is made.

3 ILLUSTRATIONS

- 3.1 Any illustrations in our promotional literature and on the schedule of work on the Purchase Agreement are for your information and guidance only and will not be to scale. The products may vary slightly from those images.

4 DESCRIPTION AND SCOPE OF PRODUCTS AND SERVICES

- 4.1 The quantity and description of the Products and Services shall be limited to that specifically set out overleaf in this Purchase Agreement unless we agree otherwise in writing.
- 4.2 We will make good externally only. Our responsibility is that of only ensuring the weather proofing is completed. We will not do any manner of decorating or cladding or trims unless otherwise agreed in writing. EPDM membrane will be used if agreed and required, otherwise dependent on the nature of the installation, we will use a low modulus silicone sealant to suit in a standard colour. Where required, we will apply cement if needed but cannot guarantee a colour match.
- 4.3 We will take the greatest care to avoid damage, however some may be expected due to the nature of the work. We cannot guarantee that wallpaper, tiles, brick, woodwork or plaster immediately adjacent to the existing frames will not be damaged when the frames are removed.
- 4.4 Only if removal and disposal is included in our quotation, we will remove and dispose of all existing doors, windows and/or frames replaced and scrap materials unless you ask us before we start installation to leave them on your premises. Removal is only included if agreed prior and requested by you, the client. We cannot guarantee that any existing frames when removed will be intact for use elsewhere. If there are any structural issues with the window or door opening when the window has been removed, you will be required to obtain the services of an expert to remedy the opening and make this structurally safe for the installation.
- 4.5 You are responsible for removing and reinstating all ornaments, furniture, electrical equipment, burglar alarms (see Clause 4.7), radiators, appliances and carpets on or adjacent to the areas where we are to install our products. We will not refit TV aerial cables, telephone wires and doorbells as our team is not an expert in this field and we cannot take responsibility for breakage or failure of any cable or equipment after installation. We will not refit window blinds, curtain rails and pelmets and you will need to do this or hire a professional expert to assist.
- 4.6 Our surveyor will advise you at the time of survey whether there are any wires, cables or other hazards or obstacles which you will need to have moved or re-routed before we install the products. Only those visible, unexposed wires, pipes etc will need to be highlighted by you the client.
- 4.7 You are responsible for the relocation, removal and/or repair of alarm systems, contacts and sensors, or similar components. We recommend that you employ independent specialists to carry out this work. Our surveyor will advise you at the time of survey what items you need to arrange for.
- 5 SURVEY & VARIATIONS
- 5.1 We will ask a surveyor to contact you and arrange a mutually convenient appointment for the preparation of a survey report. Reasonable notice will be given.
- 5.2 Any variation to this agreement must be agreed by you and us and for clarity should be confirmed in writing.
- 5.3 The price will be affected by any material changes that you

request or which are agreed following the survey.

- 5.4 Three measurements of width and height will be taken and the squareness of the aperture. The smallest measurement of width and height will be used to determine the manufacturing sizes.

6 PREMISES

- 6.1 The main purpose of our surveyor's inspection is to obtain correct measurements for manufacture and ascertain the feasibility of the installation shown on the schedule of work. His / her inspection will be confined to those areas which directly relate to the proposed installation and he/she will not undertake, nor shall we be responsible for, a general survey of the premises.
- 6.2 We will not be responsible for remedying any defect that existed before the installation or for any damage arising from such a defect.
- 6.3 Where planning permission or building regulations approval is required, you will be responsible for obtaining these, unless stated otherwise on this Purchase Agreement. You must advise us if your property: -
- Is in a Conservation Area
 - Is in an area covered by an Article 4 Direction issued by the local authority
 - Is a Listed Building

7 DELIVERY AND INSTALLATION

- 7.1 The products in this Purchase Agreement will be manufactured and installed by us using such manner and materials as we consider most suitable. We have a policy of continuous improvement of our products, so we may make minor technical changes to the specification of your products which will not be to the detriment of their function or aesthetics and will not affect the price.
- 7.2 The estimated delivery period will run from the date of this agreement or from the date of any subsequent variation or receipt of third-party approval.
- 7.3 You agree to accept installation within the estimated delivery period. If within 6 weeks of the end of the estimated delivery period you are unable to accept installation 80% of the purchase price is payable. Installation will then follow as soon as reasonably practicable by agreement between us.
- 7.4 If the installation has not taken place within the estimated delivery period, or we have notified you earlier that it will not do so due to supply issues or other material related issues, you may write to us requiring the work to be completed within 8 weeks. If the work is not completed within this extended period, you may write to us cancelling the outstanding work. If material has been ordered and processed by the supplier, we will be unable to refund your material deposit.
- 7.5 If in a circumstance where neither you nor we are liable for any delay in the completion of the work which arises from causes beyond our control (including but not limited to, inclement weather, fire, flooding, civil disturbance, strike action by others, criminal damage or acts of war), we will aim to complete the works as swiftly as reasonably possible.
- 7.6 You will grant access to our personnel to your premises on reasonable notice and at reasonable times to carry out the work. You will allow us free use of water and electricity for the purposes of installing the products. Our personnel will require reasonable use and access to the sanitary facilities such as toilets and wash basins.
- 7.7 The aperture sizes provided by the surveyor must be prepared before arrival date for installation. If the site is not prepared as per the survey and the team are unable to start the works upon arrival this will be deemed as a failed visit, resulting in a contract charge of £600 + VAT. This charge will be payable before we return. All documents of the site preparation will be provided on production approval. If in doubt please ask as pre-site inspections are available on request
- 7.8 **SPECIALIST EQUIPMENT NEEDED FOR INSTALLATION**
- 7.9 Our quotation will not include the cost of any specialist equipment needed when installing your project unless specifically specified. Based upon our survey we will advise if any specialist equipment is needed and its cost ie, this will mean crane lifts and even extra work force needed on site to carry out the install safely. All will be noted and variation order document will be issued.
- 7.10 We accept no responsibility for lifting and/or handling equipment used to move or install our products, unless it belongs to us or has been hired by us.
- 7.11 We accept no liability for any damaged caused to while the use of specialist equipment when using this on site.

8 CANCELLATION

- 8.1 Products such as windows and doors, which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This includes materials ordered in a specific RAL colour and to your specific requirements.
- 8.2 **Cancellation after a Variation of Contract (VOC):** If as a result of a survey a VOC is requested by you, the 7 days cancellation period will remain from the date of the original contract. If however the VOC is deemed necessary by us, a new 7 days cancellation period commences

from the date of the VOC.

- 8.3 If you wish to cancel your order other than in accordance with Clause or 8.2 we shall apply a cancellation charge to cover the costs we have incurred up until the time of cancellation. For guidance purposes only:-
- 8.4 We have not commenced manufacture of your products or ordered any component, our cumulative costs will be up to 10% of the contract value. These costs cover administration and surveying costs.
- 8.5 If we have commenced the production of your products, the cumulative cost incurred by us will range from 10% to 80% of the contract value, 80% being the cost if all the products have been manufactured but not installed.
- 8.6 The products have been installed. Costs will be 100% of the contract price, plus the reasonable costs we will incur removing installed goods including but not limited to travel costs, admin costs and other legal costs incurred
- 8.7 If we have ordered your project materials with our supplier and unable to cancel the order we will be unable to refund your material deposit.

9 CONDENSATION

- 9.1 Our double and triple glazed units are designed to reduce heat loss which occurs through single glazing. We give no guarantee concerning the incidence, prevention or elimination of condensation. The glass manufacturer will be able to guide you independently if you wish to approach them directly. We will provide the contact details to you. Examples of these occurrences are:-
- Internal condensation caused by excess moisture in the domestic environment
 - External condensation: Thermally efficient windows are so good at keeping the heat in that the outer pane can get cold as it is no longer being warmed by wasted heat. Under some weather conditions and at certain times of the year, this can result in the formation of condensation on the outside surface of the glass. This is a positive indication of a thermally efficient window.
 - For further information on condensation please refer to the condensation leaflet issued by the Glass and Glazing Federation, which can be downloaded from their website www.ggf.org.uk.

10 GLASS

- 10.1 Current legislation requires the use of "Low-E" coated glass to achieve reduced 'U' values for heat retention, therefore a slight tint may be visible in certain light conditions, this is perfectly normal. There may also be minor imperfections in the glass making process / coating procedure which are beyond our control. We cannot be held responsible for minor imperfections which are not visible when viewed in natural daylight at a distance of 3 metres from the unit - as defined by the visual quality industry standards issued by the Glass & Glazing Federation. ("Quality of Vision" leaflet can be downloaded from www.ggf.org.uk).
- 10.2 Aumaxum Ltd guarantees glass for 5 years from installation date. This does not include minor imperfections in glass. No guarantee or warranty is given by the company concerning the occurrence prevention or elimination of condensation except between panes of glass forming the sealed unit. The guarantee does not extend to damage or fault due to accidents, misuse or neglect. The labour element would be chargeable 1 year from completed installation. Glass sealed units are not covered by nickel sulphide inclusions and damages as a result. Heat Soaked Toughened units aim to reduce the risk of spontaneous breakage but it is still not guaranteed under our terms or the glass suppliers terms.
- 10.3 Glass sealed units are not covered by nickel sulphide inclusions and damages as a result.

11 GLASS GUIDELINES

- 11.1 Only glass from suppliers of the highest reputation will be used by Aumaxum Ltd. There is no guarantee that any glass used is perfect. The type of individual panes of double glazing and their arrangement shall in the absence of any special arrangement detailed in the contract be determined by Aumaxum Ltd. The glass used in any glazing units shall be of a thickness and weight determined by the technical team and within the guidelines set out by the glass manufacturer. Aumaxum Ltd cannot take any liability for optical effects attributable of natural phenomena.
- 11.2 **INSPECTION OF GLASS AND FRAMES**
- When inspecting glass, the following points MUST be taken into consideration.
- View the glass from inside the room standing a minimum of 3m away facing the glass. This is because under normal everyday situations, looking through windows is usually at a distance and not from close up – say within 6 inches of the glass.
 - Look through the glass and not at it. This is expected as normal as the glass is there to enable a view beyond the window, not stopping at it.
 - Do not inspect in direct sunlight. This is because the direct sun will be refracted by the coating and any tiny imperfections in the glass surface, highlighting items that cannot be seen in normal conditions.
 - Ensure the glass is clean and dry inside and out. It is impossible to check glass that has rain, dust or condensation on it, mixing up these elements with potential problems.
 - Ignore the 50mm perimeter of the glass. This is because when looking through windows, the eye is drawn to central

areas and one doesn't look through the edge of glazing when viewing. (Obviously large obtrusive marks in the perimeter are not acceptable.)

- f. Using this as a guide, only items that are intrusive to the view are deemed as poor quality glass. This may include marks in the coating, deep scratches that are clearly visible, multiple and clustered imperfections on the glass surface or processing marks such as fingerprints.

11.3 ALUMINIUM AND STEEL FRAMES

- a. Aumaxum Ltd use approved powder coating firms and the following terms apply when inspecting the frames. As per page 10 of Qulaicoat standards document dated 01.07.2023 section 2.1
- b. "The appearance will be evaluated on the significant surface. The significant surface shall be defined by the customer and is the part of the total surface which is essential to the appearance and serviceability of the item. Edges, deep recesses and secondary surfaces are not included in the significant surface. The organic coating on the significant surface shall not have any scratches through to the base metal. When the organic coating on the significant surface is viewed at an oblique angle of about 60 degrees to the upper surface, none of the defects listed below shall be visible from a distance of 3 metres: excessive roughness, runs, blisters, inclusions, craters, dull spots, pinholes, pits, scratches or any other unacceptable flaws. The organic coating shall be of even colour and gloss with good hiding power. When viewed on site, these criteria shall be fulfilled as follows:
- for parts used outside: viewed at a distance of 5 m
 - for parts used inside: viewed at a distance of 3 m

12 CLEANING AND MAINTENANCE

- 12.1 It is recommended that you clean your windows and door frames with warm soapy water at regular intervals (generally every three months) and that all hardware, handles and hinges, etc be lightly lubricated at least once each year. Failure to properly maintain the product may invalidate the guarantee, as will misuse or abuse of the products. A product specific manual can be provided as a guide for you to use. Only use a standard glass cleaner for the glass units. Guidance can be found in the O&M Manuals issued with the completion documents. Please request this if you have not received.

13 PRODUCTS AND SERVICES GUARANTEE

- 13.1 The products and services are guaranteed by us against defective materials and workmanship for a set period. You will be given a Guarantee Document which contains the terms and conditions of the guarantee after installation and FULL payment. This Guarantee Document will be valid from the final date of installation but only once the full payment has been made. The term 'Defect' as assessed by the scope set out in these terms.
- 13.2 We guarantee to repair where we deem it to be practicable and appropriate, and if not, to replace, free of all charges for labour and materials, any product including a glass sealed unit which develops a fault, (excluding breakage in the scope of the terms in this document) due to defective materials or workmanship within the set period of the guarantee after the date of the initial installation. Any repair or replacement of products will not extend the set guarantee period. Defective terms as set in these terms. Within the guidelines followed by our industry standards.
- 13.3 Please note that failure to pay for the product in full will invalidate the guarantee and we are not liable for any manner of repair or guarantee.
- 13.4 If you wish to transfer this guarantee to a new purchaser of your home, we are content to do this subject to the products having been kept in good condition. Having agreed to transfer the guarantee we will charge an administration fee of £120 plus VAT. A copy of the itemised invoice must be attached to the guarantee document for our inspection in the event of any claim against the guarantee
- 13.5 This Purchase Agreement is conditional upon a satisfactory survey by us within a reasonable time following this agreement taking effect. If in the opinion of the surveyor or our technical staff the work cannot satisfactorily or safely be carried out, we will write to you giving you reasons. If no satisfactory alternative can be agreed, then you or we may cancel the agreement in which event any deposit will be refunded only if the material has not been ordered.
- 13.6 We cannot guarantee the colour or paintwork of the thermal break (plastic polyamide between aluminium sections), which can be susceptible to colour change or paint flaking over time. The colour or paintwork on the thermal break cannot be altered post installation.
- 13.7 If regular cleaning is not carried out, our quality guarantee will be void. Dependent on the product, it is possible that the discoloured stainless-steel item cannot be replaced, and the complete product would need to be replaced to restore the original appearance. In these circumstances we will only be able to replace the product on payment of the prevailing market price. If doors have been inspected and there is show of non maintained products then the guarantee will be deemed as void.
- 13.8 Cosmetic deterioration of handles, letter plates, and other fittings due to normal wear and tear is not covered by our guarantee.
- 13.9 Aumaxum Ltd accept zero tolerance for steel deflection. Any defects that arise from deflection of steelwork above or around our products we reserve the right to

charge you a call out and labour fee together with the cost of replacement components required at the current market price.

- 13.10 Aumaxum Ltd guarantees all accessories for 1 year from installation date. This is for items installed by Aumaxum Ltd which are defective. The guarantee does not extend to damage or fault due to accidents, misuse or neglect. Aumaxum Ltd will assess the issue and determine the issue. Charges for the visit are applicable.
- 13.11 Aumaxum Ltd guarantees glass for 5 years from installation date. This does not include minor imperfections in glass as per section 11. No guarantee or warranty is given by the company concerning the occurrence prevention or elimination of condensation except between panes of glass forming the sealed unit. The guarantee does not extend to damage or fault due to accidents, misuse or neglect. The labour element would be chargeable 1 year from completed installation. Glass sealed units are not covered by nickel sulphide inclusions and damages as a result. Heat Soaked Toughened units aim to reduce the risk of spontaneous breakage but it is still not guaranteed under our terms or the glass suppliers terms.
- ## 14 LIMITATION OF LIABILITY AND CONSEQUENTIAL LOSS
- 14.1 We will be liable for any damage caused to your property which was not necessary for the completion of the contract and such damage was caused by us not exercising reasonable care and skill. It is your duty to ensure all furniture is moved and or protected if this is applicable. Our team will protect flooring with dustsheets or cardboard where applicable and necessary.
- a. Consequential loss: We do not accept liability for any form of consequential loss arising from any circumstances whatsoever.

15 GENERAL

- 15.1 If any or part of these terms and conditions is held to be unenforceable, this will not affect the validity of the remaining terms and conditions.
- 15.2 Nothing in these terms and conditions will affect your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights, contact your local Trading Standards Department or Citizens Advice Bureau.

16 COMPLAINTS:

- 16.1 You agree to notify us and to give reasonable opportunity to remedy any complaint you may have. Complaints should be sent in writing to our Head Office address or by email to info@aumaxum.com
- 16.2 Procedure for the complaint is as follows:
- a. Please request our Complaints Procedure Document if you wish to make an official complaint. A brief summary of the procedure is as below:

At Aumaxum, we pride ourselves on providing our customers with an exceptional service. However, we understand that occasionally things can go wrong. When they do, in the first instance you should raise your concerns via a customer service form which is available upon request either by emailing info@aumaxum.com or calling our office on 0203 813 1409

Complaints Resolution Timescales

Should we resolve your complaint by the close of the third business day; following the day on which we receive your complaint, we will issue you with a written communication, called a 'summary resolution communication', acknowledging that you made a complaint to us and setting out that the complaint has been resolved along with any specific details.

We will always aim to issue a resolution to complaints within 8 weeks from the date that they were raised. This is called a 'final resolution communication' and will include whether the complaint is deemed to be upheld or not upheld (for example responding and resolving any minor issues promptly). It will detail what has gone wrong and what we have done/are doing or intend to do, about it.

'Summary resolution communications' and 'Final resolution communications' will further set out any rights that may be applicable to you, depending on the nature of your complaint. For example, you may be able to refer the complaint to the Financial Ombudsman Service.

If you are still dissatisfied and wish to make a formal complaint, please follow the steps outlined below. All complaints are taken extremely seriously, and we aim to resolve them where possible. The time that this will take depends on the nature of the complaint e.g. whether replacements are required etc but we always aim to agree a resolution within 8 weeks. We will keep you fully updated throughout and where we have reason to believe we may surpass the 8-week deadline, we shall inform you of this as well as any rights applicable to you.

Once an agreed resolution has been issued, if this includes any further work to be completed at a later date, we will continue to manage the complaint until all works are fully completed.

Please note that we can only progress complaints relating to orders installed within your warranty period.

Step 1 – Raising a Formal Complaint

You can write to us at Aumaxum Ltd, Unit 7, Crystal Centre, Crystal Way, Harrow, HA1 2HP. You can also send an email to info@aumaxum.com or call 0203 813 1409. Office hours are Monday-Friday 9am to 5pm.

It is important that you provide:

- Your name, address, email address and contact telephone number
- Any order or other reference number you have
- Exactly what went wrong, including when it happened, what happened, and who was involved
- Photographs of the issue if possible
- How you would like us to resolve the matter

Once we have received a formal complaint from you, this is what will happen next:

We will assign a Complaint Management Co-Ordinator to your case. They will manage your complaint to resolution and will be your point of contact throughout. If further information is needed, your Complaint Management Co-Ordinator will call you within 3 working days (Monday – Friday from 9am – 5pm), to introduce themselves and to discuss the issues that you are having. This will ensure that they have a thorough understanding of what has happened

A written acknowledgement of your complaint will then be sent to you by email (or post if you don't have an email address for you) within 5 working days. This will detail the issues that you have reported and include the contact details of your Complaint Management Co-Ordinator

Step 2 – Investigation

The investigation of your complaint will be undertaken by your Complaint Management Co-Ordinator, who will liaise with the relevant department(s) responsible for the issue you have raised and work with them on a resolution plan.

If your complaint relates to workmanship or product quality, it is likely that an inspection will need to be booked. Following the inspection, if any rectification work is required, a report will be drafted, detailing exactly what is planned. This will be shared with you to ensure that you agree that there is nothing missing from the report.

Once any parts and/or replacements are received and have been checked, an appointment will then be made with you, for the work to be carried out. We will call you again on the day before your appointment, to ensure that you are still in agreement with the works that are planned and that nothing further needs to be added

Step 3 – Resolution & Closure

Once the investigation into what went wrong is complete, if this is done within three days, we will issue a 'Summary resolution communication'. Where this is done within 8 weeks, we will issue a 'Final resolution communication'. Whichever communication you receive will include whether the complaint is deemed to be upheld or not. Where a complaint is not upheld, an example could be where we have already responded and resolved minor issues promptly.

Where it is necessary for further works to be completed after a final resolution communication has been issued (for example where bespoke replacements are required, or dates offered to complete work are not convenient), then your Complaint Management Co-Ordinator will continue to manage your case and communicate with you – until all works are completed correctly.

Step 4 – Further Monitoring & Closure

If your complaint has meant that we've needed to return to complete further works after the date of your Final resolution communication, we will call you on the day after your appointment, to ensure that you are happy with the work completed.

Once you confirm that any outstanding issues have been rectified to your satisfaction, we will then close the case and confirm this to you in writing.

17 OTHER IMPORTANT TERMS

- 17.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.