

Terms and Conditions of Sale

1. Definitions

1.1 In these Conditions of Sale:

“the Company” means the nominated Company being Big Rooflights;

“the Customer” means any person, company or agent named as the Customer in the Order Acknowledgment or the Company’s invoice;

“Order Acknowledgement” means the Company’s order acknowledgement or, where no order acknowledgement has been despatched, the Company’s invoice. In relation to both such documents the Conditions are expressly incorporated;

“the Goods” means the product(s) which are specified or referred to in the Order Acknowledgement or Company’s invoice;

“the Contract” means the Contract between the Company and the Customer arising in accordance with the terms of Clause 2;

“End User” means the eventual user of the Products sold under a contract;

“Warranty Registration Certificate” means the certificate supplied with the products and to be returned to the Company by the End User to register his interest in the Goods for the purpose of warranty;

“Warranty” means Warranty referred to in Clause 10.

“Delivery” means Delivery as defined in Clause 5;

“In writing” or “Written” shall be deemed to include email communication unless expressly stated otherwise.

2. Priority of Terms and Conditions

2.1 A binding agreement is formed once Big Rooflights issues an Order Acknowledgment. For bespoke orders, production commences only upon receipt of a 50% deposit, which signifies your formal acceptance of these terms. The Company reserves the right to charge interest on overdue amounts at the UK bank base rate plus 2% per annum and may pause production or delivery if funds are not cleared.

2.2 A Contract will be deemed as complete upon dispatch of the product from the factory subject to a customers signed acceptance and checks upon delivery if applicable.

2.3 These terms and conditions represent the entire agreement between the Company and the Customer. Any changes will only be valid if confirmed in writing by an authorised Company representative.

No employee or agent of the Company has authority to make statements or provide advice about the Goods unless the Company has expressly confirmed this in writing for a specific supply.

By entering into a contract, the Customer agrees that it does not rely on any such statements, advice, or recommendations (whether negligent or not), except where the Company has explicitly confirmed them in writing.

This clause does not apply to any fraudulent misrepresentation.

2.4 The Company's price lists and advertising materials do not form part of any contract with the Customer. The contract price is the one stated in the Order Acknowledgement Form or the Invoice.

3. Price and Payments

3.1 The price to be paid will be the price stated in the Company's quotation, or where an Acknowledgement of Order is issued, in the Order Acknowledgement. Carriage, freight and incidental charges will be charged as extras.

3.2 Unless otherwise expressly stated in writing by the Company, all prices are ex-works net prices exclusive of Value Added Tax or any similar duties.

3.3 Prices quoted online are valid for an 4 week period from the date of quotation.

3.4 The Company may invoice the Customer at any time in accordance with the applicable payment terms for the supply. All invoices must be paid at the time and in the manner specified in the quotation, order acknowledgement, or on the face of the invoice. Where no terms are specified, payment shall be made in sterling or the stated currency in cash or cleared funds prior to dispatch of the goods.

Unless otherwise agreed in writing, payment terms are as follows: a 100% deposit is required upon order confirmation, or a 50% deposit for bespoke orders, with the remaining balance payable no later than five full working days prior to dispatch of the goods. The Contract remains subject to the terms set out in the Order Acknowledgement or Invoice.

3.5 If any invoice remains unpaid in whole or in part after its due date, the Company shall be entitled (without prejudice to any other rights or remedies) to:

- (i) charge interest (both before and after judgment) on the outstanding amount at a rate of the UK bank base rate plus 2% per annum, until payment is made in full;
- (ii) suspend or cancel the delivery or installation of any Goods that are outstanding under this or any other order;
- (iii) recover from the Customer, on demand, all costs incurred in collecting overdue amounts, including (without limitation) costs arising from the suspension or cancellation of any delivery;
- (iv) allocate any payments received from the Customer as it sees fit towards any outstanding liabilities (whether under this or any other contract or invoice), and withdraw any discounts previously granted;
- (v) repossess the Goods; and
- (vi) take legal action to recover the outstanding debt.

4. Goods

- 4.1 Goods supplied by the Company can only be offered for resale and be resold under their brand names (and if appropriate trade marks), accompanied by any written specifications and in the packaging supplied by the company. The Customer shall impose the like condition in relation to any subsequent re-sale of the goods.
- 4.2 As our products are precision-engineered to your specific requirements, the Customer is solely responsible for the accuracy of all measurements, plans, and technical specifications provided. Once the 48-hour 'cooling-off' period expires, the order is committed to production; thereafter, no refunds or cancellations can be issued for bespoke items, and the Customer is liable for the full retail price.
- 4.3 The Company shall be entitled to vary the designs and specifications of any goods to be supplied or installed by it without any prior notice provided that the variations do not materially affect the appearance, quality or performance of the goods.
- 4.4 The Customer acknowledges that the Company owns any copyright and/or unregistered design right in all design provided by the Company including without limitation drawings, specifications and articles made to those design.
- 4.5 The Company gives no indemnity in respect of any actual or alleged infringement of the patent, registered designs, design copyright or any other industrial property right relating to the Goods.

5. Delivery

- 5.1 "Delivery" means the release of Goods by the Company to either
- (i) the carrier employed either by the Customer or the Company or
 - (ii) to the address the Customer stated in the Order Acknowledgement or
 - (iii) to any other such location the Customer has notified to the Company
- 5.2 Any dispatch and/or installation dates provided by the Company are estimates only and do not form part of the contract between the Company and the Customer. Unless otherwise stated in the Order Acknowledgement, all carriage and delivery costs shall be the responsibility of the Customer.

Where delivery is arranged by the Company, the method of delivery shall be at the Company's discretion. Time for delivery shall not be of the essence unless expressly agreed in writing by the Company.

The Company shall not be liable for any delay in delivery, or for any resulting loss or damage (including consequential loss), however caused.

- 5.3 Delivery is completed when the goods arrive at the specified location. It is the Customer's duty to ensure safe access for delivery vehicles and to provide sufficient personnel or equipment for offloading. Should a delivery be delayed by the Customer for more than 28 days post-notification of readiness, a storage fee (currently £50 per week per unit) will apply.
- 5.4 If the Company is unable to deliver the Goods due to the Customer's failure to comply with these conditions, or for any reason other than the Company's fault, or if the Customer fails to accept delivery, the Company may place the Goods into storage.

Where Goods are placed into storage, the Customer shall be liable to pay (in addition to the invoice price and any applicable interest) reasonable storage charges, including insurance, as determined by the Company from time to time, together with any reasonable costs of redelivery.

If the Customer continues to be unable to accept delivery, the Company may, without limiting any other rights or remedies, sell the Goods in accordance with Clause 3.4 at the best price reasonably obtainable. After deducting all reasonable storage and selling costs, the Company shall account to the Customer for any surplus above the contract price or charge the Customer for any shortfall below it.

5.5 For periods in excess of 28 days after the date of notification that goods are ready for collection, storage will be charged to the Customer at the minimum rate specified here or at whatever higher rate shall apply at such times in the event of cost increases. The Company shall be entitled to retain possession of any such goods stored until payment of the storage charge has been made in full £50 per week per roof window.

5.6 The Customer shall carefully inspect the Goods upon delivery and/or installation and sign to confirm receipt. All inspections of glass must be carried out in accordance with the parameters set out in the GGF Guidelines.

If any damage in transit is identified prior to receipt, or if there is any shortage, non-delivery, or apparent defect in the Goods or their installation, the Customer must notify the Company in writing with full details within 7 days of receipt. Time shall be of the essence for such notification.

If the Company does not receive notice within this period, the Customer shall be deemed to have irrevocably accepted the Goods and waived any claim. The Company shall have no liability (whether arising in negligence or otherwise) for any non-delivery, short delivery, defects, or related damage.

5.7 Subject to the Order Acknowledgement, the Company may deliver the Goods in instalments. Where the Company is unable to deliver the entire Order at one time due to operational reasons, delivery will be made in instalments at no additional delivery cost to the Customer.

If the Customer requests delivery in instalments, additional delivery charges may apply. Each instalment shall be treated as a separate contract for the purposes of delivery.

Any failure by the Company to deliver in accordance with the Order Acknowledgement, or any claim by the Customer in respect of any instalment, shall not entitle the Customer to reject the remaining Goods under the Order.

6. Risk

6.1 Risk of damage to or loss of any goods shall pass to the Customer at the time of

- (i) delivery by the Company to the Customer or,
- (ii) if earlier, to a third-party carrier or when placed in store (as provided above in terms and conditions) or,
- (iii) If the Customer wrongfully fails to take delivery of any goods, at the times when the Company has tendered delivery of such goods.

7. Returns and Replacements

7.1 In the event of any shortage, non-delivery, or defect in the Goods or their installation, the Company may, provided the Customer has given written notice in accordance with these terms and conditions, at its discretion either repair, reinstall, or replace the affected Goods, or issue a credit against the invoice price of the undelivered or defective Goods.

Where a credit is issued, this will be subject to the return of the Goods to the Company in their original packaging together with all related documentation.

- 7.2 In the absence of the return of the relevant goods (unless otherwise agreed in writing with the Company), the Company shall have no liability whatsoever in respect of any defects in the goods. If the Company chooses to repair, reinstall, replace or give credit in respect of undelivered or defective goods or installation, that shall be in full and final satisfaction of all and any claims against it in respect of the same. Goods should not be returned to the Company prior to its authorising the same in writing (which authority is not to constitute any admission on the Company's part).
- 7.3 All returns shall be at the sole risk and expense of the Customer
- 7.4 Products can only be returned due to defects in Goods. No returns are permitted otherwise as each product is bespoke and made-to-measure.

8. Cancellation and Termination

- 8.1 A 48 hour 'cooling off' period is allowed by Big Rooflights whereby the Customer can cancel goods ordered without penalty within 2 working days of placing their order. Cancellation must be received with the 2 day period. For the purposes of this clause, a working day is a weekday which is not a public Bank holiday in the UK. If the Customer has already made payment for the order cancelled under this clause, the Company will refund all monies to the Customer.
- 8.2 Products cannot be returned once delivered unless faulty as all products are bespoke and made to order.
- 8.3 In the event of Force Majeure, including but not limited to hostilities, civil disturbances, plant breakdowns, delays by subcontractors, governmental regulations, or any other cause beyond the Company's reasonable control, the Company may, without liability to the Customer, postpone delivery of all or part of any consignment.

Delivery shall be deferred until such time as the Company reasonably determines it is able to resume supply.

9. Indemnity – Third Party Claims

- 9.1 The Customer agrees to Indemnify the Company against any loss, damage, cost, claims or expenses incurred by the Company in respect of any legal liability established against the Company by a third party arising out of or in connection with any of the goods or any work or services supplied by the Company and to procure that the Customer's insurers shall in no circumstances whatsoever have any rights or remedies against the Company additional to those of the Customer.

10. Warranty

- 10.1 Subject as hereunder provided, the Company warrants that all Goods supplied by it are of satisfactory quality and free from defects in material and workmanship carried out by the Company.
- 10.2 The period of the Warranty is for life. This applies to the original Customer only unless the Goods are being supplied on a commercial basis whereupon the Company Warranty will apply to the End User.
- 10.3 The Company's liability under this warranty is expressly limited to replacing any Goods, which upon examination of the Goods, the Company are satisfied have been defective in Material or Workmanship supplied by the company.
- 10.4 Big Rooflights will not be responsible for defects occurring due to poor maintenance, incorrect installation or commissioning, accidental or wilful damage or failure to follow Big Rooflights recommended maintenance guidelines which will invalidate the guarantee.

- 10.5 It will be the Customer's responsibility to correctly dispose of faulty rooflights, ideally in an environmentally friendly way. Big Rooflights may be able to facilitate this procedure at a cost to be agreed with the customer.
- 10.6 Warranty claims will only be accepted if full payment for the related products has been received.
- 10.7 The Company does not give any warranty in respect of the Goods except the foregoing warranty which is given expressly in lieu of and excludes all other warranties and conditions expressed or implied whether under Common Law, Statute, or otherwise, and every form of liability for loss or damage direct or consequential, or for any accident resulting from defective material, faulty workmanship or otherwise is expressly excluded except where the Company deals as a consumer within Section 12 of the Unfair Contract Terms' Act 1977 when the terms implied by sections 6 to 14 of the Sales Of Goods Act 1979 shall be implied and save in respect of death or personal injury arising directly out of the negligence of the Company.
- 10.8 Warranty 5 years
- 10.9 Bespoke large glazing 12 months
- 10.10 Opening rooflight carry a 12 month warranty

11. General

- 11.1 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing and shall be served when received either by email, courier or registered post at the Company's registered office.
- 11.2 Any failure by the Company to enforce its rights under these terms and conditions shall not constitute a waiver of those rights. No waiver, whether express or implied, shall be deemed a continuing waiver or prevent the Company from enforcing its rights in respect of any current or future breach.
- Any concession or indulgence granted by the Company to the Customer shall not affect the Company's rights or be treated as a waiver, nor shall it prevent the Company from exercising those rights at a later time.
- 11.3 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in question shall not be affected as a result.
- 11.4 The Customer shall not be entitled to assign its rights to transfer its obligations under an contract for the supply of goods with the Company, in whole or in part, without the prior written consent of the Company.
- 11.5 The expiration or termination of any contract to supply goods by the Company to a Customer (however so arising) shall be without prejudice to any provisions of such contract (including these terms and conditions) which are to have effect after the date of such expiration or termination.
- 11.6 All contracts for the supply of goods by the Company to the Customer are governed by English Law and the English Courts shall have exclusive jurisdiction as regards any dispute arising in relation to the same, unless the company (at any time) elects otherwise.
- 11.7 Big Rooflights provides a warranty on standard double-glazed units for the original purchaser. Specific components, such as triple glazing (5 years) or opening mechanisms (24 months), carry adjusted warranty periods. Our liability is limited to the replacement of the defective component; costs for labor, re-installation, and transport remain with the Customer. Furthermore, the Company cannot guarantee against glass cracking post-installation due to natural phenomena like heat stress or nickel sulphide inclusion, which should be claimed via the Customer's building insurance