

RETAIL TERMS & CONDITIONS

1. INTERPRETATION

1.1 The definitions in this clause apply to these Terms: Estimated Delivery Date: the date upon which we will aim to deliver the Goods and provide the Installation Services, as stated in the Order. Goods: the products that we are selling to you as set out in the Order. Installation Services: the installation services as detailed in the Order, which you agree to purchase from us. Order: your order for the Goods and Installation Services, as set out overleaf, to include (where applicable) the description of the Goods, Specification, Price, address of the Property and Estimated Delivery Date (or any other information which we deem necessary). Order Confirmation: our written acceptance of the Order. Price: the price of the Goods and Installation Services, as set out in the Order, which is subject to Survey. Property: the property in respect of which the Goods and Installation Services are to be provided. Specification: the specification for the Goods, including any samples, drawings, illustrations contained in our catalogues or brochures and related plans that are agreed in writing by you and us, as set out in the Order. Survey: a survey by us or on our behalf of that part of the Property at which the Goods and Installation Services are to be provided. Survey Fee: 2.5% (two and a half percent) of the Price. Terms: the terms and conditions set out in this document and any special or additional terms and conditions agreed in writing by us and you recorded overleaf. You or your: the customer ordering the Goods and Installation Services from us, as detailed in the Order. We, us or our: WinRem Ltd (company registration no. 10479192) whose registered address is 57 Windmill Street, Gravesend, Kent, United Kingdom, DA12 1BB. 1.2 Headings do not affect the interpretation of these Terms. 1.3 A reference to "writing" or "written" in these Terms includes fax and email. 1.4 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. THESE TERMS

2.1 These Terms are the terms and conditions on which we supply the Goods and Installation Services to you. 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order are complete and accurate, before you sign and submit the Order to us. If you think that there is a mistake, please contact us to discuss. Any changes required to an Order submitted to us must be agreed by us in writing. 2.3 We intend to rely on these Terms and your Order. If you require any changes, please make sure you ask for them to be put in writing. This can help to avoid any problems about what you expect from us and what we expect from you. 2.4 These Terms will apply to any repaired or replacement Goods we supply to you.

3. OUR CONTRACT WITH YOU

3.1 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion. 3.2 These Terms shall become binding on you and us when we issue you with an Order Confirmation, at which point a contract shall come into existence between us.

4. SPECIFICATION

4.1 The Goods are described in the Specification window drawings signed by you. 4.2 Any samples, drawings, or advertising we issue, and any illustrations contained in our catalogues or brochures or on our website, are produced solely to provide you with an approximate idea of the goods they describe. The Goods will be manufactured according to the Specification, subject to clauses 4.3 and 4.4. Although we have made every effort to display the colours accurately, we cannot guarantee that the printed pictures contained in our catalogues or brochures accurately reflects the colour of the Goods. The Goods may vary slightly from those images. 4.3 All specifications are approximate only and are subject to normal margins of tolerance for the materials and installation in question. 4.4 We reserve the right to amend the Specification if required by any applicable statutory or regulatory requirements.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Goods ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the Price, the Estimated Delivery Date or anything else which would be necessary as a result of your requested change and you shall confirm to us whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the Goods. We may change the Goods: (a) to reflect changes in relevant laws and regulatory requirements; and (b) to implement minor technical adjustments and improvements. These changes will not adversely affect your use of the Goods. 6.2 More significant changes to the Goods. If we need to make more significant changes to the Specification (for example changes not foreseen or made aware to you in the pre-contract information provided) or, following the Survey, any changes to the Price we will notify you and you may then contact us within 14 days of the date of such notice to either agree to such changes or end the contract and receive a full refund or any monies paid to us in accordance with clause 11.3, subject to us deducting the Survey Fee. If you do not contact us within 14 days from the date of our notice to you, we will end the contract and refund to you any monies paid to us in accordance with clause 11.3, subject to us deducting the Survey Fee. 6.3 Changes to these Terms. We reserve the right to revise and amend these Terms from time to time. You will be subject to the Terms in force at the date of the Order.

7. DELIVERY

7.1 Any delivery costs will be included in the Price. 7.2 If you are purchasing Goods and Installations Services, we will complete the Installation Services on or about the Estimated Delivery Date (unless otherwise agreed in writing by you and us). 7.3 We will endeavour to meet the Estimated Delivery Date. In the event of delays in delivering the Goods and completing the Installation Services by an event outside our control (in accordance with clause 15), you will be contacted as soon as possible, and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for the delays caused by such events, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any payments already made in respect of the Goods which you have not received. 7.4 We may have to suspend the supply of the Goods (or any part thereof) to: (a) deal with technical problems or make minor technical changes; (b) update the Goods (or any parts thereof) to reflect changes in relevant laws and regulatory requirements; or (c) make changes to the Goods as requested by you or notified by us to you (in accordance with clause 6). 7.5 We will contact you in advance to tell you we will be suspending supply of the Goods, unless the problem is urgent or an emergency. You may contact us to end the contract for the Goods if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 60 days from the Estimated Delivery Date and we will refund any sums you have paid in advance for the Goods in respect of the period after you end the contract. 7.6 We may suspend the supply of the Goods if you do not pay us for the Goods when you are supposed to (in accordance with clause 11) until such amounts outstanding have been paid. We will contact you to confirm we are suspending the supply of the Goods. We will not charge you for the Goods during the period for which they are suspended. As well as suspending the Goods, we can also charge you interest on your overdue payments (in accordance with clause 11.5).

8. INSTALLATION SERVICES

8.1 We will carry out only the Installation Services and on any final survey sheet (if applicable). 8.2 You will permit us (and our agents, employees and contractors) access to the installation site at all reasonable times so that we may complete the Installation Services between the hours of 8.00am and 5.00pm. 8.3 If you do not allow us access to your property to perform the Installations Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract. 8.4 Neither us (nor our agents, employees or contractors) will be responsible for any structural defects or underground obstructions existing in the installation site at the time of commencement of the Installation Services and which become evident as the Installation Services progress. 8.5 We will make good any damage to your property caused by us, our agents, employees or contractors during the Installation Services. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Installation Services. 8.6 It is your responsibility to remove and replace curtains, blinds and pelmets. We will not be required to remove existing fittings and materials so that they may be capable of re-use. 8.7 We can provide, at additional cost, a skip for the removal of waste material from the site. If you make alternative arrangements for the removal of waste material, we cannot accept liability in respect of any accident, injury or damage resulting from your inability to arrange for the safe disposal of such waste material. 8.8 We are not permitted to move telephone cables and junction boxes attached to existing window frames. It is your responsibility to arrange with your telephone provider for the relocation of these, either before or during the Installation Services. 8.9 It is your responsibility to ensure that any alarm systems attached to doors or windows which are to be replaced are disconnected before the Installation Services (and replaced and connected following the Installation Services).

9. APPROVALS

9.1 We will arrange CPS certification and electrical safety certification in accordance with "Part P" of the building regulations, where appropriate. 9.2 Unless otherwise agreed in writing between us and you, it is your responsibility to obtain all relevant and necessary approvals, including but not limited to any deed of covenant or landlord approval and/or those from local authorities in respect of building regulations, planning permission, alterations to listed buildings or alterations carried out in a conservation area. We cannot be held responsible for any delay in completion of the contract, or other loss directly arising from your failure or delay in obtaining any of the above. Any costs associated with taking down or removing an installation in these circumstances will be the chargeable to you.

10. TITLE AND RISK

10.1 The Goods will be your responsibility from the time of delivery to the address you give us, or collection from our premises. 10.2 Ownership of the Goods will pass to you when we receive payment of the Price in full.

11. PRICE AND PAYMENT

11.1 The price of the Goods and Installation Services shall be the Price (unless another price has been agreed by you and us in writing). 11.2 The Price is subject to adjustment by us following the Survey if additional costs of supplying or installing the Goods are identified as a result of the Survey. 11.3 The Price shall be paid as follows: (a) For conservatories (including Installations Services): (i) a deposit of 50% of the Price payable upon receipt of our Order Confirmation; and (ii) 50% on completion of the Installation Services. (b) For windows (including Installation Services): (i) a deposit of 50% of the Price payable upon receipt of our Order Confirmation; and (ii) 50% of the Price payable on completion of the collection/delivery and/or Installation of materials/services. (c) For all Goods not including Installation Services: (i) a deposit of 50% of the Price payable upon receipt of our Order Confirmation; and (ii) 50% of the Price payable no later than 3 days prior to delivery. 11.4 The Price is inclusive of VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect. 11.5 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 4% a year above the base rate of Lloyds TSB plc from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount. 11.6 In the event of any minor defect with or damage to components such as, but not limited to, profile, glass, handles, hardware, weather seals and the like under these Terms the Installation Services will be deemed practically complete and the final balance will become

payable. We will accept you withholding a retention of 5% of the outstanding balance of the Price in these circumstances until the defect is resolved, upon which payment of such retained amount is required without delay.

12. DEFECTIVE GOODS

12.1 If you have any questions or complaints about the Goods please contact us in accordance with clause 17. 12.2 We agree to fully investigate any alleged defect notified to us by you provided we have received full payment of all sums due and payable to us by you. 12.3 We will not be responsible for: (a) any colour variation on windows and conservatories made from wood, including when finished wood stains are applied; (b) any imperfections of a minor or insignificant nature; (c) any defect arising from your actions following delivery of the Goods and performance of the Installation Services; (d) any defect arising from your failure to follow our oral or written instructions as to the use and maintenance of the Goods; (e) any defect arising from any alterations or repairs (or attempts to alter or repair) made by you or by someone else at your request; (f) any defect arising as a result of fair wear and tear or wilful damage caused by you; or (g) the Goods' suitability for any particular purpose required by you (whether or not the particular purpose was known or communicated to us). 12.4 We are unable to guarantee that condensation will be eliminated following installation as condensation is a ventilation issue and cannot be resolved unless a free flow of air is allowed to circulate. 12.5 If we deem that the Goods are defective we will (subject to your agreement in writing): (a) provide you with a full or partial refund; (b) replace the Goods; or (c) repair the Goods. 12.6 If 'trade supply only' it is your responsibility to check all frames and corresponding glass sizes fit into the materials, WinRem will not financially compensate for loss of earnings/costs due to boarding up of windows or any replacement parts.

13. OUR LIABILITY TO YOU

13.1 Subject to clause 13.2 below, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract. 13.2 We only supply the Goods for domestic and private use. If you use the Goods for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. 13.3 Our total liability to you in respect of all losses arising under or in connection with these Terms or the contract shall not exceed the total amount paid by you under the contract. 13.4 We do not exclude or limit in any way our liability for: (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; and (c) which we cannot exclude or limit our liability under applicable laws.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 We will use the personal information you provide to us to: (a) supply the Goods and perform the Installation Services to you; (b) to process your payments for the Goods and Installation Services; and (c) to inform you about similar goods that we provide, but you may stop receiving these at any time by contacting us. 14.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control. 15.2 An "event outside of our control" includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following: (a) civil commotion, civil war, riot, invasion, armed conflict, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (b) acts of God, collapse of buildings, fire, explosion, inclement weather, storm, flood, earthquake, subsidence, drought, epidemic or other natural disaster; (c) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (d) impossibility of the use of public or private utility networks; (e) the acts, decrees, legislation, regulations or restrictions of any government; or (f) strikes or labour unrest (other than in relation to our own employees); or (g) default by one of our suppliers or sub-contractors. 15.3 Our obligations under these Terms are suspended for the period that such event outside of our control continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring such an event to a close or to find a solution by which our obligations under these Terms can be performed despite such an event.

16. TRANSFER OF RIGHTS AND OBLIGATIONS

16.1 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 these Terms. 16.2 You may not transfer your rights and obligations under these Terms to any other person without our written consent.

17. NOTICES AND COMMUNICATIONS

17.1 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by hand or by pre-paid post to WinRem Ltd, Unit 4, Invicta Business Centre, Gillingham, Kent, ME8 6PG, or by email to info@winrem.co.uk. We will confirm receipt of this by contacting you in writing. 17.2 If you wish to contact us by telephone, our contact number is 01634 264490. 17.3 If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address or email address you provide to us in the Order.

18. GENERAL

18.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law. 18.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing. 18.3 This contract is between you and us. No other person shall have any rights to enforce any of these Terms. Neither of us will need to get the agreement of any other person in order to end the contract or to make any changes to these Terms. 18.4 These Terms shall be governed by English law and we both agree to the exclusive jurisdiction of the English courts.