

Quotation Letter
Your Reference: 81542



**You are one step closer to your beautifully bespoke Bereco
timber windows and doors.**



Bereco Ltd, Units 4-5, Aspen Court, Centurion Business Park, Bessemer Way, Rotherham S60 1FB.
t: 01709 838 188 | w: www.bereco.co.uk | e: estimating@bereco.co.uk

Quotation Number: 81542

Quotation

07 January 2025

Customer:	Mark Hayes
Company:	Mark J Hayes Limited T/A Select Window Systems
Address:	Farthings, Horley Row, Horley, Surrey RH6 8BG
Estimator:	Ryan Philo (philor@bereco.co.uk)

Project: Sophie Hatcher, The Old Rectory, Twineham, RH17 5NR (Cords & Weights)

Dear Mark Hayes,

Thank you for choosing Bereco.

I am pleased to enclose the fully itemised quotation for your Bereco timber windows (supply only).

If you would like to give us a call on 01709 838 188 we would be happy to discuss your project in more detail.

General Information

1. All images shown are viewed from the outside.
2. This quotation shows our interpretation of the customer's requirements. It is the responsibility of the customer to check this document in full highlighting any errors or changes, noting prices may change when the details are finalised at order confirmation stage.
3. All windows and doors must have a minimum 5mm gap around the frame for installation as defined in BS8213-4:2016 & BS644:2012. Manufacturing sizes should always be 10mm less than structural opening sizes; any less and twist or warp may occur due to restricted allowance for movement. The manufacturers recommended tolerance should also be allowed for where cavity formers are being used; where supplied by others it is the customers responsibility to notify Bereco of the manufacturing sizes of windows and doors.
4. All Bereco products are non-load bearing.
5. Compliance with part Q of the building regulations is the responsibility of the customer. Unless otherwise specified within this quotation this has not been included.
6. Warranties on Bereco fully factory finished products are offered subject to registration at www.bereco.co.uk/register-your-warranty within 12 months of delivery. All warranties are subject to Bereco's warranty terms and conditions and following the maintenance advice in accordance with our guidelines as published at <https://www.bereco.co.uk/customer-care>. Warranties are valid for products installed on GB mainland only.
7. An anticipated delivery date cannot be confirmed until 7 working days after receipt of a signed sales confirmation.
8. Upon acceptance of this quotation you will receive a sales confirmation for approval prior to commencement of manufacturing.
9. Acceptance of this quotation confirms you have read and agreed to Bereco's terms and conditions.
- 10. Your quotation assumes a single delivery. If multiple deliveries are required then additional charges may apply.**
- 11. Prices are valid for a period of 1 month; after this time prices may be subject to change.**

Additional Notes

1. Please check and confirm finished floor levels. This may result in a change in glass specification and therefore alter the price.
 2. No sill extensions are included to the sliding sash windows as usually stone sills are in place instead, please check requirements.
 3. Some of the casement windows include heavy duty hinges due to their size. These are 90 degree hinges but are offset.



The mark of
responsible forestry
FSC® C112780



Quotation Summary

Product	Quantity	Total Price
Casement Window	7	£8,520.73
Sliding Sash - Cords & Weights	11	£23,077.31
Windows Subtotal	18	£31,598.04
Grand Total:	18	£31,598.04 (excl. VAT)
Additions (not included in Grand Total)		
Teknos Clean & Care Sets	2	£40.00
Overall Total:	20	£31,638.04 (excl. VAT)

Quote 81542 Performance Data	
Average U-Value	1.6 W/m²K
Average G-Value	0.52
PAS24:2016 (Part Q) Compliant?	No
Total ea Rating	165600mm²



Full 3rd party
certification



6-8 week
lead time



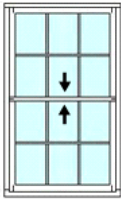
10 & 30 year
warranties



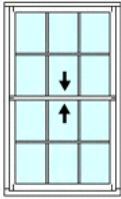
Life cycle up
to 60 years

Specification

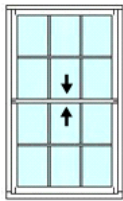
Product Type:	Sliding Sash - Cords & Weights Top Sash: Opening Btm Sash: Opening	Bar Design	
UKCA Ref:	005/012021 - DOP available for download at https://www.bereco.co.uk/our-certification	Bar Type:	Stick On - 16mm LT with back to back spacer
General		Panes Across:	Sashes 1/2/3 : Top: 3/0/0 Sashes 1/2/3 : Btm: 3/0/0
		Panes Down : Top/Btm:	2/2
Bead Design:	Heritage	Vents	
Timber Type:	Redwood	Vent(s):	2
Timber Spec:	Finger Jointed	Interior:	Trimvent Select Xtra XR16 - White
Top Sash Drop:	50/50	Exterior:	GN16 Grill (x2) - White (Concealed)
Backlining:	4mm Ply	Location:	Frame Head
External Cover Facing:	None	Ironmongery	
Decorative Horn:	Top Sash only	Sash Locking:	Heritage Sash Lock - Total: 1 per sash (restricted opening - 50mm i.e, from top of strikeplate to underside of restrictor)
Horn Design:	Belsay	Lock/Strikeplate Colour:	Polished Brass
Weatherstrip:	Double	Sash Lifting:	Hook Lift
Weatherstrip:	White	Ironmongery:	Polished Brass
Silicone Colour:	White	Fasteners:	Fitch locking
Frame Thickness:	140mm	Cills	
Finish		Cill Extension:	None (140mm o/a) :
Finish Type:	Paint	No Groove for Internal Window Board	
Topcoat:	RAL 9016 - Traffic White	Glass (Internally Glazed)	T = Thermal Low E Coated Pane, ESG = Toughened Pane
		Top Glass Pattern:	Clear
		Top Glass Type:	Slimline - Standard Float - Planitherm One
		Top Glass Unit Config:	4/8Ar/4T
		Top Glass Unit Data:	31 dB/0.52 G Value
		Bottom Glass Pattern:	Clear
		Bottom Glass Type:	Slimline - Toughened (Both Sides) - Planitherm One
		Bottom Glass Unit Config:	4 ESG/8Ar/4 ESG T
		Bottom Glass Unit Data:	31 dB/0.52 G Value
		Unit Spacer:	Warm Edge (White)



Details	Quantity	Frame Price	Price (£)
Window Ref: W10/11 MASTERBED			
Sliding Sash - Cords & Weights			
1290x2150 (WxH)	2	£2,030.29	£4,060.58
Weight: 64kg **Approx**			
EA Rating: 9200mm2			



Window Ref: W12 MASTERENS			
Sliding Sash - Cords & Weights			
1290x2150 (WxH)	1	£2,030.29	£2,030.29
Weight: 64kg **Approx**			
EA Rating: 9200mm2			
CLEAR GLASS TBC			

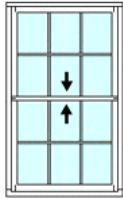
**Window Ref: W13 FREDDIE BEDROOM**

Sliding Sash - Cords & Weights

1290x2150 (WxH) 1 £2,030.29 £2,030.29

Weight: 64kg **Approx**

EA Rating: 9200mm2

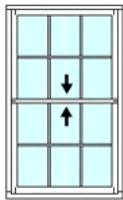
**Window Ref: W14 STAIRS**

Sliding Sash - Cords & Weights

1290x2150 (WxH) 1 £2,030.29 £2,030.29

Weight: 64kg **Approx**

EA Rating: 9200mm2

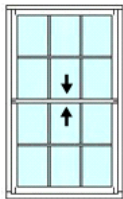
**Window Ref: W15/16 LONG ROOM**

Sliding Sash - Cords & Weights

1400x2300 (WxH) 2 £2,216.32 £4,432.64

Weight: 74kg **Approx**

EA Rating: 9200mm2

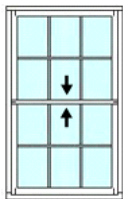
**Window Ref: W17 SITTING ROOM**

Sliding Sash - Cords & Weights

1400x2300 (WxH) 1 £2,216.32 £2,216.32

Weight: 74kg **Approx**

EA Rating: 9200mm2

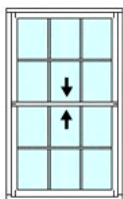
**Window Ref: W18 PLAYROOM**

Sliding Sash - Cords & Weights

1400x2300 (WxH) 1 £2,216.32 £2,216.32

Weight: 74kg **Approx**

EA Rating: 9200mm2

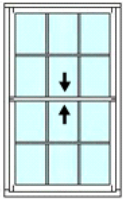
**Window Ref: W8 HARRY BEDROOM**

Sliding Sash - Cords & Weights

1290x2150 (WxH) 1 £2,030.29 £2,030.29

Weight: 64kg **Approx**

EA Rating: 9200mm2



Window Ref: W9 BATHROOM

Sliding Sash - Cords & Weights

1290x2150 (WxH)

1

£2,030.29

£2,030.29

Weight: 64kg **Approx**

EA Rating: 9200mm2

CLEAR GLASS

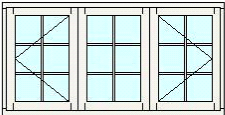
Sub Total:

11

£23,077.31

Specification

Product Type:	Casement Window		
UKCA Ref:	003/012021 - DOP available for download at https://www.bereco.co.uk/our-certification		
General		Bar Design	
		Bar Type:	Stick On - 16mm LT with back to back spacer
		Aperture:	1/2/3/4 : Across: 2/2/2/0 1/2/3/4 : Down: 3/3/3/0
Casement Type:	Flush	Vents	
Bead Design:	Heritage		
Timber Type:	Redwood	Vent(s):	2
Timber Spec:	Finger Jointed	Interior:	Trimvent Select Xtra XR16 - White
Fixed Sash:	Total: 1 (Hinges Not Included)	Exterior:	TV SW 380 Flat Grill - White
Head Drip:	Fitted	Location:	Frame Head
Head Section:	58mm	Ironmongery	
Weatherstrip:	Single		
Weatherstrip Colour:	White	Hinges:	Friction Easy Clean CASP 90° Offset
Silicone Colour:	White	Espag Type:	Maco Inline
Frame Thickness:	92mm	Night Vent	
Finish		Handle:	Bulb End - Polished Brass (Locking)
		Stay:	Not included
Finish Type:	Paint	Dummy Butt Hinge:	Not Required
Topcoat:	RAL 9016 - Traffic White	Cills	
		Cill Extension:	92x65 + 25mm ext : Fitted
		Cill Extn Timber Type:	Redwood
		Cill Finish:	RAL 9016 - Traffic White
		No Groove for Internal Window Board	
		Glass (Internally Glazed)	T = Thermal Low E Coated Pane, ESG = Toughened Pane
		Top Glass Pattern:	Clear
		Top Glass Type:	Slimline - Standard Float - Planitherm One
		Top Glass Unit Config:	4/8Ar/4T
		Top Glass Unit Data:	31 dB/0.52 G Value
		Unit Spacer:	Warm Edge (White)

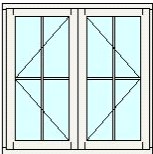


Details	Quantity	Frame Price	Price (£)
Window Ref: W1 KITCHEN			
Casement Window			
2300x1400 (WxH)	1	£1,802.61	£1,802.61
Weight: 72kg **Approx**			
EA Rating: 9200mm2			

Sub Total:	1	£1,802.61
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Specification

Product Type:	Casement Window		
UKCA Ref:	003/012021 - DOP available for download at https://www.bereco.co.uk/our-certification		
General		Bar Design	
		Bar Type:	Stick On - 16mm LT with back to back spacer
		Aperture:	1/2/3/4 : Across: 2/2/0/0 1/2/3/4 : Down: 2/2/0/0
Casement Type:	Flush	Vents	
Bead Design:	Heritage		
Timber Type:	Redwood	Vent(s):	2
Timber Spec:	Finger Jointed	Interior:	Trimvent Select Xtra XR16 - White
Head Drip:	Fitted	Exterior:	TV SW 380 Flat Grill - White
Head Section:	58mm	Location:	Frame Head
Weatherstrip:	Single	Ironmongery	
Weatherstrip Colour:	White		
Silicone Colour:	White	Hinges:	Friction Easy Clean 90° Egress
Frame Thickness:	92mm	Espag Type:	Maco Inline
Finish		Night Vent	
		Auto Latch Restrictor	
Finish Type:	Paint	Handle:	Bulb End - Polished Brass (Locking)
Topcoat:	RAL 9016 - Traffic White	Stay:	Not included
		Dummy Butt Hinge:	Not Required
		Cills	
		Cill Extension:	92x65 + 25mm ext : Fitted
		Cill Extn Timber Type:	Redwood
		Cill Finish:	RAL 9016 - Traffic White
		No Groove for Internal Window Board	
		Glass (Internally Glazed)	T = Thermal Low E Coated Pane, ESG = Toughened Pane
		Top Glass Pattern:	Clear
		Top Glass Type:	Slimline - Toughened (Interior) - Planitherm One
		Top Glass Unit Config:	4/8 Ar/4 ESG T
		Top Glass Unit Data:	31 dB/0.52 G Value
		Unit Spacer:	Warm Edge (White)

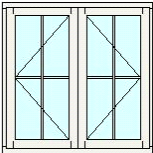
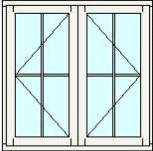


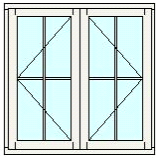
Details	Quantity	Frame Price	Price (£)
Window Ref: W4 GUEST BATHROOM			
Casement Window			
1200x1050 (WxH)	1	£1,094.99	£1,094.99
Weight: 30kg **Approx**			
EA Rating: 9200mm2			
CLEAR GLASS			

Sub Total:	1	£1,094.99
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Specification

Product Type:	Casement Window	Bar Design	
UKCA Ref:	003/012021 - DOP available for download at https://www.bereco.co.uk/our-certification	Bar Type:	Stick On - 16mm LT with back to back spacer
General		Aperture:	1/2/3/4 : Across: 2/2/0/0 1/2/3/4 : Down: 2/2/0/0
Casement Type:	Flush	Vents	
Bead Design:	Heritage	Vent(s):	2
Timber Type:	Redwood	Interior:	Trimvent Select Xtra XR16 - White
Timber Spec:	Finger Jointed	Exterior:	TV SW 380 Flat Grill - White
Head Drip:	Fitted	Location:	Frame Head
Head Section:	58mm	Ironmongery	
Weatherstrip:	Single	Hinges:	Friction Easy Clean 90° Egress
Weatherstrip Colour:	White	Espag Type:	Maco Inline
Silicone Colour:	White	Night Vent	
Frame Thickness:	92mm	Handle:	Bulb End - Polished Brass (Locking)
Finish		Stay:	Not included
Finish Type:	Paint	Dummy Butt Hinge:	Not Required
Topcoat:	RAL 9016 - Traffic White	Cills	
		Cill Extension:	92x65 + 25mm ext : Fitted
		Cill Extn Timber Type:	Redwood
		Cill Finish:	RAL 9016 - Traffic White
		No Groove for Internal Window Board	
		Glass (Internally Glazed)	T = Thermal Low E Coated Pane, ESG = Toughened Pane
		Top Glass Pattern:	Clear
		Top Glass Type:	Slimline - Standard Float - Planitherm One
		Top Glass Unit Config:	4/8Ar/4T
		Top Glass Unit Data:	31 dB/0.52 G Value
		Unit Spacer:	Warm Edge (White)

	Details	Quantity	Frame Price	Price (£)
	Window Ref: W5 GUEST FRONT BED			
	Casement Window			
	1200x1050 (WxH)	1	£1,027.91	£1,027.91
	Weight: 28kg **Approx**			
	EA Rating: 9200mm2			
	Flying Mullion Detail - L/H Sash Leading As VFO			
	Window Ref: W6 STUDY			
	Casement Window			
	1200x1050 (WxH)	1	£1,027.91	£1,027.91
	Weight: 28kg **Approx**			
	EA Rating: 9200mm2			



Window Ref: W7 GUEST REAR BED

Casement Window

1200x1050 (WxH)	1	£1,027.91	£1,027.91
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Weight: 28kg **Approx**

EA Rating: 9200mm2

Flying Mullion Detail - L/H Sash Leading As VFO

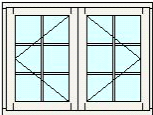
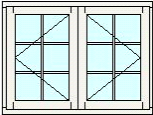
Sub Total:

3

£3,083.73

Specification

Product Type:	Casement Window	Bar Design	
UKCA Ref:	003/012021 - DOP available for download at https://www.bereco.co.uk/our-certification	Bar Type:	Stick On - 16mm LT with back to back spacer
General		Aperture:	1/2/3/4 : Across: 2/2/0/0 1/2/3/4 : Down: 3/3/0/0
Casement Type:	Flush	Vents	
Bead Design:	Heritage	Vent(s):	2
Timber Type:	Redwood	Interior:	Trimvent Select Xtra XR16 - White
Timber Spec:	Finger Jointed	Exterior:	TV SW 380 Flat Grill - White
Head Drip:	Fitted	Location:	Frame Head
Head Section:	58mm	Ironmongery	
Weatherstrip:	Single	Hinges:	Friction Easy Clean CASP 90° Offset
Weatherstrip Colour:	White	Espag Type:	Maco Inline
Silicone Colour:	White	Night Vent	
Frame Thickness:	92mm	Handle:	Bulb End - Polished Brass (Locking)
Finish		Stay:	Not included
Finish Type:	Paint	Dummy Butt Hinge:	Not Required
Topcoat:	RAL 9016 - Traffic White	Cills	
		Cill Extension:	92x65 + 25mm ext : Fitted
		Cill Extn Timber Type:	Redwood
		Cill Finish:	RAL 9016 - Traffic White
		No Groove for Internal Window Board	
		Glass (Internally Glazed)	T = Thermal Low E Coated Pane, ESG = Toughened Pane
		Top Glass Pattern:	Clear
		Top Glass Type:	Slimline - Standard Float - Planitherm One
		Top Glass Unit Config:	4/8Ar/4T
		Top Glass Unit Data:	31 dB/0.52 G Value
		Unit Spacer:	Warm Edge (White)

	Details	Quantity	Frame Price	Price (£)
	Window Ref: W2 KITCHEN Casement Window 1400x1400 (WxH) Weight: 44kg **Approx** EA Rating: 9200mm2	1	£1,269.70	£1,269.70
	Window Ref: W3 KITCHEN Casement Window 1400x1400 (WxH) Weight: 44kg **Approx** EA Rating: 9200mm2	1	£1,269.70	£1,269.70
Sub Total:		2		£2,539.40

Ironmongery



Bulb End Handle
Polished Brass



Fitch Fastener
Polished Brass



Heritage Sash Lock & Strikeplate
Brass Plated



Hook Lift
Polished Brass



Pulley Wheels
Polished Brass

All Bereco ironmongery supplied comes with fixings and accompaniments ready for fitting.

To view the full window ironmongery collection please visit <https://www.bereco.co.uk/window-ironmongery>

INSTALLATION & MAINTENANCE

Bereco's range of installation and maintenance solutions will ensure a high performance installation that is fully compliant with UK building regulations and Bereco warranties.



Cavity Formers

Our cavity formers close and seal off the cavity to prevent cold bridging as well as acting as a vertical DPC to prevent water ingress ensuring compliance with Part L and Part C of the UK Building Regulations.

- 2, 3 or 4 sided cavity formers
- Width between 50 & 300mm
- Circles, arches, ovals & T or P shape frames
- BBA certified
- Part L & C of the Building Regs



Teknos Clean & Care Sets

Cleans and cares for both painted and stained finishes on both hardwood and softwood timber types. They restore shine to the dulled and weathered finish of your windows and doors. They also help to maintain your all important timber and finish warranties and increase the time to first redecoration.

Our clean and care sets contain:
1 bottle clean solution (500ml)
1 bottle care solution (500ml)
One set = 10 frames.



Fixing Packs

Our fixing packs offer a simple strap and screw fixing system for frame installation and ensure the correct number of straps; fixings and size of fixings are provided. Each pack contains:

- 8 x metal fixing straps/plates (200mm).
- 16 x 10 gauge wood screws
- 16 x masonry screws
- 10 x wedge packers
- 10 x flat packers

Window & Door Silicone Sealant

This perimeter sealant gives excellent adhesion to all common building materials, porous and non-porous without the use of primers. It is waterproof; weather and mould resistant ensuring water run-off and will stay looking clean long after occupancy.

Our perimeter sealant comes in 300ml tubes with one tube = 2-3 frames.

Colours; Anthracite Grey, Black, Chartwell Green, Teak, Caramel, Translucent, Brilliant White



Gap Foam

This minimal expansion gap foam applied correctly will not put stress on the window or door frame; a common cause of operational issues post installation. It can be cut, sawn, plastered and siliconed over within 2 hours allowing exterior completion of the watertight seal of the building envelope.

Our gap filling foam comes in 750ml canisters with one canister = 2-3 frames.

For more information or to order any of our installation and maintenance products please contact your technical account manager.

Sleep Safe & Sound.



Rediscover the Sound of Silence

Upgrade to Ambient
Timber Windows & Doors
for **certified** noise
reduction of up to 42dB

 Bereco

Upgrade to Bereco Ambient Noise Reducing Timber Windows & Doors

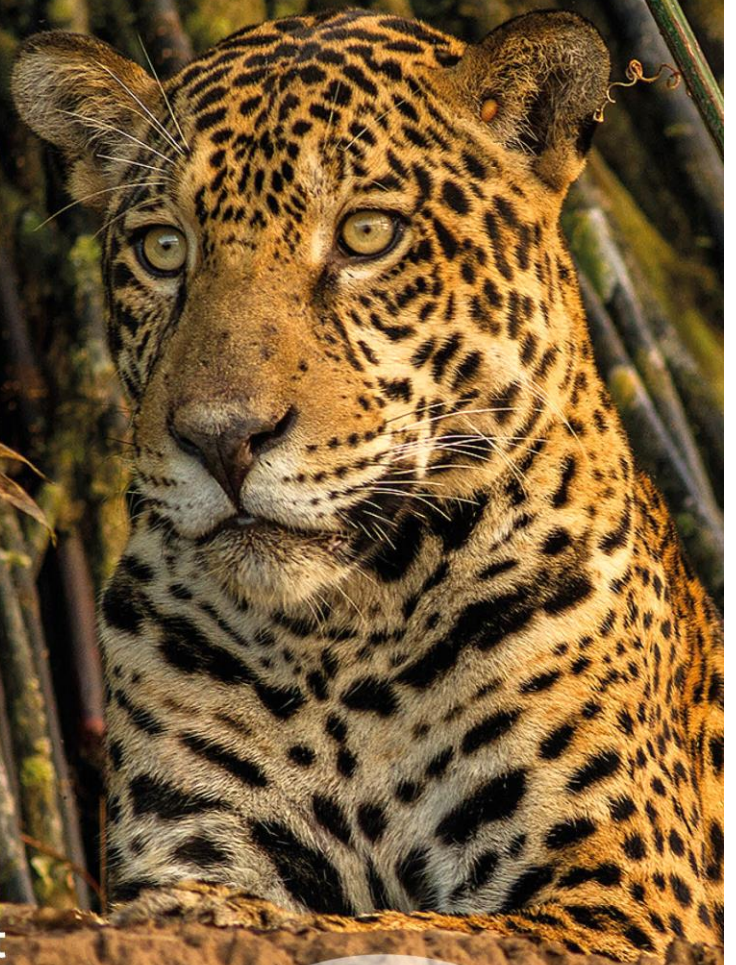
Give your body and mind time to relax and restore with a new range of **certified** timber windows and doors with a sound reduction rating of up to 42dB you can restore the **sound of silence**.

HELP BERECO SUPPORT



WORLD
LAND
TRUST

For every door you
buy we will donate
£1 to World Land Trust
which will purchase
& protect vital rainforest
and over 300 bird
& mammal species



£100 SAVES 1 ACRE

Help us reach
our target of 1000
acres by donating £1
for every window & door
you buy from Bereco

"The money that is given to World Land Trust,
in my estimation has more effect on the wild
world than almost anything I can think of. "

Sir David Attenborough



For more information about Bereco
& World Land Trust please visit
www.bereco.co.uk/WLT

1. DEFINITIONS

In these Terms and Conditions the following words shall have the following meanings;

'Company' means Bereco Ltd, registered in England. Company registration number: 04944033.

'Goods' means the subject matter of or Contract including the raw materials, finished or semi-finished materials or articles and any Goods supplied in substitution for or in replacement of or in addition thereto

'Contract' means an agreement between any Company and the Customer of which these Terms and Conditions shall form part

'Customer' means the individual firm or partnership, company or other body howsoever constituted acting as the buyer of Goods to be supplied either directly or indirectly or otherwise by any company.

2. CONTRACT

- (1) Any order issued by the Customer is subject to acceptance by the Company and a Contract will only be formed when the Company has accepted the Customers offer to buy in writing.
- (2) All orders are accepted under these Terms and Conditions alone which excludes any other terms and conditions inconsistent therewith which a Customer might seek to impose before or after the written acceptance of the order.

3. PRICES

- (1) Unless otherwise stated all prices quoted are based on current costs at the date of the quotation but the Company reserves the right at any time prior to the confirmation of the Contact to take account of any increase in the cost of materials and adjust the price.
- (2) There shall be added to the price for the Goods any value added tax and any other tax, duty, tariff or levy relating to the manufacture, transportation, export, import, sale or delivery of the goods (whether initially charged on or payable by the Company or the Customer).
- (3) The price includes packing and delivery by method of transport of the Company's choice to any mainland Great Britain destination stated in the Contract.
- (4) The Company may, by giving notice to the Customer at any point in time from signed acceptance of the Contract by the Customer through the receipt of payment in full, increase the price of the Goods to reflect increases in the cost of the Goods that is due to any factor beyond the Company's control (including, but not limited to; foreign exchange fluctuations, increases in taxes, duties, tariffs or levies, increases in labour, materials and other manufacturing and/or supplier costs).
- (5) Without limiting its other rights and remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to agree to an increase in the cost of the Goods in accordance with clause 3(4).

4. TERMS OF PAYMENT

- (1) The Customer may, via written application, request a credit facility with the Company for the purpose of fulfilling a Contract. Any credit account provided by the Company will be at the Company's discretion and the Company reserves the right to accept or decline credit account applications without obligation to the Customer. Upon acceptance by the Company of the Customer's credit account application the following will apply:
 - (a) Payment is due nett monthly, which is at the end of the month following the month of the date of the Company's invoice, unless otherwise agreed in writing.
 - (b) Contracts where the value exceeds the Customers' approved credit account limit will be processed in accordance with clause 4(2), unless otherwise agreed in writing.
 - (c) The Company may, without notice, at any point in time from any order placed with the Company by the Customer through to receipt of payment in full; withdraw, remove, reduce or increase a Customers' credit limit or bring forward the payment due date.
- (2) Customers who do not have an approved credit account; payment must be received on a proforma basis with a percentage of the total Contract value being received by the Company as cleared funds prior to the order being placed in production with the remaining balance of the Contract value being received as cleared funds by the Company prior to delivery, unless otherwise agreed in writing.
- (3) The Customer does not have the right to withhold any portion of the Contract value from the Company in the event of a claim against the Company.
- (4) When deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoice will be treated as a separate account and be payable accordingly.
- (5) The Company reserves the right to charge interest at 2% per month on all overdue accounts such interest being deemed to accrue on a day to day basis from the due date for payment.
- (6) The Company reserves the right where genuine doubts arise as to a Customer's financial position or in the case of failure to pay for any goods to suspend delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

5. DELIVERY

- (1) Any dates quoted for delivery are approximate only, and the time of the delivery is not of the essence. The company shall not be liable for any delay in delivery of the goods that is caused by any event or circumstance beyond their reasonable control.
- (2) The Company will use all reasonable endeavours to deliver the goods by the date or dates agreed between the parties but the Customer shall not be entitled to refuse delivery on account of any delays.
- (3) Further to clause 3(3), delivery will be made on a vehicle deemed suitable by the Company for the Goods within the Contract. It is the Customers responsibility to:
 - (a) Provide suitable access for deliveries to be carried out by the Company to the address stated in the Contract.
 - (b) Upon arrival of the delivery vehicle, ensure that the Goods are unloaded immediately so as not to cause any undue delay to the Company.
 - (c) Ensure that the Goods being delivered are handled and offloaded in compliance with health and safety regulations and as not to cause injury, harm or obstruction to any party.
 - (d) Handle and treat the Goods with due care and attention and ensure that the Goods are stored suitably so as not to cause damage or compromise the performance or warranty conditions of the Goods being delivered.
- (4) No claim shall be accepted by the Company which does not meet with the below conditions:
 - (a) Shortages and damages must be endorsed on the delivery ticket and notified in writing to the company immediately upon delivery.
 - (b) Defects must be notified in writing within 5 business days of delivery of the Goods.
- (5) The Company shall not be liable for any loss whatsoever or howsoever arising caused by its delay in delivery if the delay is due to (including, but not limited to) an act of god, act of government or parliament, political situations, civil unrest, war, terrorism, explosion, strike, industrial action by third parties, flood, fire, inclement weather, accident, breakdown, late delivery by suppliers, or for any other reason outside the Company's control.
- (6) The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.
- (7) Should the Customer postpone or refuse delivery of any item of the Contract or if delivery instructions are delayed then the Company reserves the right to:
 - (a) Invoice for the Goods in full and may arrange storage of the Goods and the Customer shall be liable to the Company for reasonable costs of such storage.
 - (b) Invoice for any abortive delivery costs incurred by the Company.
- (8) Without prejudice to any other right the Company may have in respect of the Customer failure to take delivery of the Goods if the Customer delays delivery for a period in excess of 1 day past the agreed delivery date then the Company shall be entitled to invoice the full amount of the Goods and the Customer shall agree to pay the invoiced amount on the due date. Thereafter the Company shall be entitled but not obliged to deliver the Goods to the Customer, or to notify the Customer of its intention to dispose of the Goods at the best price reasonably obtained and thereafter to remit the proceeds of the sale to the Contract.

6. TITLE TO GOODS

- (1) Risk in the Goods shall pass to the Customer when the Goods are delivered to or collected by the Customer or its agent or in the case of delivery delayed by the Customer paid for in full.
- (2) Notwithstanding sub clause 1 above legal and equitable ownership of the Goods shall remain with the Company which reserves the right to dispose of them until payment has been received in full or the Goods have been sold by way of bona fide sale for full market value and in the meantime the Customer holds them as Bailee and in a fiduciary capacity. The Goods shall be stored in such a way as to be identifiable as being Company property.
- (3) Even when payment for the Goods has been received in full by the Company in respect of the Goods delivered under the Contract, ownership of the Goods shall remain with the Company as aforesaid until payment has been received in full in respect of all other sums due from the Customer to the Company on any account and in the meantime the fiduciary relationship shall subsist.
- (4) The Customer acknowledges he is in possession of the Goods solely as fiduciary for the Company until such time as title to the Goods passes to him. The Customer further acknowledges that the entire proceeds of sale of the Goods by the Customer are held on trust for the Company.
- (5) As long as title to the Goods remains with the Company the Customer may not encumber them or purport to transfer title to them for security purposes. The Customer shall immediately notify the Company by registered or recorded delivery letter if a third party attempts to seize or exercise any lien over the Goods. The Customer shall bear the costs of any action resulting from such attempt seizure of lien.
- (6) At any time when the Company has title to the Goods it may, by notice in writing to the Customer to be given by posting to or leaving at the Customers address determine the Customers rights to sell and to have possession of the Goods. The Customer undertakes to give access to its premises and to the Goods and to enable the Company to retake possession thereof and to notify any keeper where the Goods are stored that the Company is authorised and entitled to give instructions for their removal. The Company agrees only to exercise its rights under this sub-clause in the event of the Customer defaulting on a payment or payments; having a receiver appointed over any of its assets; entering into any arrangements or composition with its creditors; entering into liquidation or administration or committing any act of bankruptcy; having any person attempt to exercise any lien over the Goods; or in the reasonable opinion of the Company having its solvency materially impaired.

7. CUSTOMER SPECIFICATIONS

- (1) All Contracts and Goods therein are bespoke and manufactured to the Cutomers individual specifications and requirements.
- (2) The Company is entitled to assume that all drawings, descriptions, specifications and all other information supplied by the Customer or its agents in writing howsoever provided are in all aspects complete accurate and in accordance with the Customers requirements and current building regulations.
- (3) The Company will not be liable for any subsequent changes to specification which may be omitted before or during manufacture which is not communicated by the Customer or its agents in writing. Furthermore the Company shall not be expected to accept any change to specification which is notified after production has commenced. Provided that the Goods or materials supplied are in accordance with the latest accepted written specification the Company shall not be responsible for the suitability or quality of the Goods.
- (4) Where the Company provides an acknowledgement of order and the acknowledgement of order provides sufficient detail to allow the Customer to check that the Goods or materials to be supplied are in accordance with requirements the Company is entitled to assume that the Customer has checked that specification is in accordance with requirements and provided the Goods or materials supplied are in accordance with the acknowledgement of order no subsequent claim for inconsistency will be entertained.

8. LIABILITY

- (1) The Company warrants in relation to Goods of the Company's sales that it will (at the Company's choice) either repair or supply only replacement, or refund the full purchase price of any Goods which are found within a period as stated in clause 5(4).

8. LIABILITY (cont)

- (2) The Company shall not be liable for defective Goods unless;
- (a) All Goods have been stored in a dry place stacked flat above the ground and adequately protected from the weather and no internal joinery has been installed in premises which have not been dried out.
 - (b) Any surfaces subsequently cut particularly those exposing end grain have been brush coated with preservative and if required for paint finish have also been primed before the joinery is fixed in position.
 - (c) All joinery has been installed correctly in accordance with the Company's recommendations or when no specific recommendations are provided in accordance with normal trade practices.
 - (d) Paintwork or other protective surface of external joinery has been maintained in service and moisture has not been allowed to penetrate into the timber.
 - (e) Factory applied coatings should be protected from physical and chemical damage. Should damage occur, any exposed timber should be redecorated in accordance with the Company's instructions.
- (3) Additionally in the event of any claim under any of the foregoing warranties or under any condition of warranty implied by law or under any other express condition the following provisions shall apply;
- (a) The Customer must not have fitted, fixed, painted or in any way altered the Goods.
 - (b) The Customer must have complied with all recommendations and maintenance guides relating to the Goods.
 - (c) The Goods to be repaired or replaced shall be made available for collection by the Company at the original point of delivery and the expense of redelivery shall also be the Company's expense.
 - (d) Exchanged Goods will become the property of the Company.
 - (e) Warranties are only valid for Contracts registered by the Customer at www.berecowarranties.co.uk
 - (f) Warranties are only valid for Goods installed at an address within mainland Great Britain.
 - (g) Warranties are only valid for Goods which have been paid for in full.
- (4) In no circumstances shall the Company's liability for any loss or damage howsoever caused arising in breach of the express or implied terms of the Contract exceed the invoice value of the Goods.
- (5) The Company warrants all fully finished products for 10 years against manufacturing defects, factory applied coating defects, glazing failure, ironmongery failure and rot and fungal decay. Basecoat, unfinished, unassembled or unglazed products carry no warranty.

9. JURISDICTION

The validity, construction and performance of this Contract shall be governed by the laws of England and Wales and the Customer and the Company submit to the exclusive jurisdiction of the English courts.

10. GENERAL

- (1) The Customer must within 10 business days advise the Company of any change of address. Any notice hereunder sent by the Company to the Customer shall be deemed served within 48 hours of posting to the last known address of the Customer.
- (2) All marketing materials, including but not limited to; product samples, photographs, brochures, catalogues, price books, websites and electronic documentation are to be used for illustrative purposes only and their contents do not form any part of any Contract between the Company and the Customer.
- (3) The Company retains ownership and all intellectual property rights and copyright, without exception or time limits for any Goods, product designs, drawings, diagrams and/or technical designs provided to the Customer for any enquiry or Contract whether Goods have been supplied or not.