

Quotation : QU13690B

Date: 02/09/2025

Contact: Ed Sheppard

To:

Mark Gamble
Mark Gamble

.
. .

Job Reference:

The Salon In The Square
Bosworth
4 Market Place

Chatsworth Sliding Sash Range

Mobile Phone:07867 598181

For the attention of : Mark Gamble

Dear Mark,

We have much pleasure in submitting our quotation for the **Supply Only** of products for the
aforementioned project.

Headline sum: **£4,777.01**

Scope & basis of our quotation:

Manufacture & delivery of products only as listed in the attached schedule of rates.

General Specification:

Engineered Softwood, Factory glazed, Fully Finished Chatsworth II Sliding Sash Windows

4 Nr

Quotation Notes:

1) Our quotation is based upon our Standard Product Sections & Specification.
No allowance has been made for the provision of bespoke sections.

Additional Items For your consideration: (Not Included in Headline Sum)

1)

PLEASE NOTE: ON PROJECTS WHERE BENLOWE UNDERTAKE A SITE SURVEY IT SHOULD BE NOTED
THAT THERE MAYBE ADDITIONAL COSTS OVER AND ABOVE THE HEADLINE SUM QUOTED SHOULD
WE IDENTIFY SIGNIFICANT DIFFERENCES IN SCOPE OR SIZES BETWEEN THE INFORMATION USED
TO COMPILE OUR QUOTE AND THE PHYSICAL SURVEY.

All prices exclude VAT and are open for acceptance for a period of 30 days



Benlowe Group Ltd, Park Road, Ratby Leicestershire, LE6 0JL

Tel: 0116 239 5353 Fax: 0116 238 7295 Email: info@benlowe.co.uk Web: www.benlowe.co.uk

Registered in England No: 3779009 V.A.T Registration No: 737 7396 86 FSC Certification: SA-COC-002759 PEFC Certification No: SA-PEFC/COC-002759n

Lead Times / Programme

- Lead times for standard products are typically 6-8 weeks from your approval of our signed order acknowledgement. **Not from placement of your order.** Delivery dates can only be determined by production when final order details have been finalized.
- Special products such as Shaped Frames & Special Glazing may be on considerably longer lead times this will be advised at the time your order is processed.
- No products will be committed to manufacture until a formal agreed order is in place.

Inclusions

- All products and quantities only as specified and listed within our attached schedule of rates.
- Delivery by Benlowe transport to suitable designated laydown / work area by the customer
- The Customer is responsible for providing a forklift or other mechanical method of unloading and all labour including a banksman for unloading of our vehicle. Subsequent Horizontal & Vertical distribution is excluded

Exclusions

- Unless otherwise listed in our schedule of rates - We have not included for any Trims, Packers, Architraves, Window Boards or Curtain Batons.
- We have not included for the supply of EPDM, DPC or DPM unless otherwise specified.
- We have not included for any installation ancillaries such as fixing brackets, screws ,fixing foam etc
- Where electronic locking or opening devices are included within our quotation, please note all wiring to and commissioning of these devices must be completed by others – commissioning of these items is excluded.
- **Please Note our windows are not structurally load bearing.** Please seek specialist advice from your architect and / or structural engineer with regards to the design and construction of all bay windows and screens

TERMS & CONDITIONS:

All customers wishing to pay on account will be subject to a credit check, and a credit limit established. Where it is not possible to establish a sufficient credit limit then proforma / stage payments may need to be agreed.

Standard Payment Terms for credit accounts are 30 Days from Invoice.

We have included for each delivery to be up to a max of 50 frames per delivery to meet your requirements, (60-100 frames would be 2 deliveries) this is calculated on our average delivery capacity per vehicle per day. Therefore maximum number of allowed deliveries will be your total number of frames divided by 50. Should additional deliveries need to be made as a result of changes to, or delays in the programme by the main contractor or customer then Benlowe reserve the right to charge for the additional deliveries. Small ad-hoc deliveries may be arranged only by prior agreement at additional cost to the customer.

Where manufacturing sizes are determined from the Architects / Main Contractors Drawings, it is the Main Contractors / Customers responsibility to ensure openings are constructed correctly.

Our price will remain fixed for an agreed duration to be determined during the agreement of the T&Cs of your order. Following the expiration of any fixed price period Benlowe reserve the right to review their costs and if necessary, agree a % uplift and further fixed price period. Notwithstanding the aforementioned we also reserve the right to review prices and lead-times at any time in the event of unprecedented and unforeseen raw material price increases and delays in supply due to political or governmental matters outside of our control.

Please note Benlowe Group Ltd Terms & Conditions of Sale printed later in this offer...

EXPERIENCE & QUALITY

The Benlowe Group Ltd are a UK based manufacturer and installer of high performance timber windows and doors. We utilise traditional and advanced manufacturing techniques to deliver a high quality and market leading range of timber windows and doors in both softwoods and hardwoods. Our customer base covers the whole of the UK and includes high end developers, main contractors, architects, local authorities and housing associations, all with whom we work closely with to provide a premium timber fenestration solution.

We are SSIP & SMAS Certified, Pre-Qualified by Construction-line, and members of the British Woodworking Federation. Certifications include - ISO 9001, ISO 14001, Part Q & PAS 24:2022. We are Secured by Design License Holders.

We are audited regularly by the FSC & PEFC whom certify that all timber we use is responsibly sourced.

We very much hope our proposals are of interest to you and look forward to receiving your response in due course. if you require any further information or clarification of any element of our offer, please do not hesitate to contact the writer or our Area Sales Manager,

Edward Sheppard Estimator Or,

Stuart Toon, who is available on 07793258698 or by email at stuart.toon@benlowe.co.uk

CHATSWORTH II SLIDING SASH WINDOWS SPECIFICATION

Our quotation includes for windows to our Chatsworth range of internally beaded spiral spring balanced sliding sash windows.

Timber is preservative treated and carries our thirty year guarantee against rot and fungal attack.

Chatsworth sliding sash windows are denoted by the prefix (C).

NB. If containment is required to satisfy Approved Document K of the Building Regulations, please note :-

1. Generally, an integrated hinge restrictor will not be acceptable for the NHBC (of which we manufacture under) to allow for guarding purposes and permanent restrictors would be required.
2. Low level windows below 800mm should be permanently restricted, and glazing should be toughened or laminated to inner pane.
Please note the window would not be capable of purge ventilation to part F!
3. Low level fire escapes (including sliding sash) below 800mm should be toughened or laminated glass to inner pane.
Also, a permanent guard should be erected against loadings in BS6180.
4. Direct Glazed windows below 800mm should be toughened or laminated glass to inner pane.
5. Sliding sash windows being vertical moving could be permanently restricted with over length stops security screwed in place.
6. If Benlowe comply with escape measurements to the window it is then the builders/architect's responsibility to check the escape area and measurements once the guarding barrier is erected.
7. Approved Document K and any such guarding will not form part of the Benlowe Group's scope of supply.

ALL DIMENSIONS SHOWN IN THIS QUOTATION ARE FINISHED, MANUFACTURING SIZES.

PLEASE NOTE: ALL Fingerpulls and 'D' Handles are Sent as a Loose Items for Fixing By Others

If glass protection has been fitted to the glass this MUST be removed within 10 weeks of delivery/manufacture to site including all labels!

All Aluminium Tracking and sash stops will only be available in White no other colour(s) are available !

We have also allowed for the following features:-

- Cills as indicated on quotation.
- Solid sash horns have been included.
- All window cills have window board grooves.
- Windows 1085mm wide and above will be fitted with two Titon R16 Select vents to achieve 9200EA air flow, with one vent fitted to achieve 4600EA air flow to smaller windows.

PLEASE NOTE: SOME WINDOWS, DUE TO DESIGN OR SIZE CONSTRAINTS MAY NOT HAVE VENTS INCLUDED - WHERE APPLICABLE, THIS IS DENOTED BY THE ITEM.

- weatherseal.
- finger pulls.
- fitch fasteners.
- No restrictors/safety stops have been included, unless stated otherwise.
- FSC chain of custody SA-COC-002759 or PEFC SA-PEFC-002759
- Whole window U-Value With **Planitherm Total+** coating /Argon and 16mm Warmedge spacers is 1.3W/M²K.

- Whole window U-Value With **Planitherm ONE** coating /Argon and 16mm Warmedge spacers is 1.1W/M²K.

Please note:- Refer to specifications within the quotation for actual glass type.

Planitherm One would be relevant for **New builds** after 15th June 2023 If Building work hasn't started.

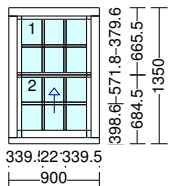
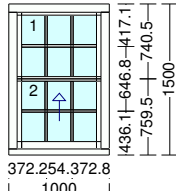
The Benlowe Group can no longer offer an “invoice & store” facility and upon completion of your order, delivery will take place at the earliest opportunity, and where applicable, installation works to be carried in conjunction with site program. Upon delivery to site, the goods are the responsibility of the Customer, and not that of the Benlowe Group.

Item	Quantity	Description	Per Item	Total
------	----------	-------------	----------	-------

Amended as per E Mail dated 2nd September 2025

**** Top Sash Window Horns Removed ****

***** Trickle Vents have been Removed *****

1		2 Piece(s)	Product:	VS_CHAT		
			Dims:	900mm x 1350mm		
			Timber:	Softwood		
			Timber Sash:	Softwood		
			Frame:	Chatsworth 2 VS - 165mm Flush Cill unless attachment states Cill Nosing		
			Glazing:	Standard Inside Bead Glazed		
			Finish:	Fully Finished		
			Frame Col:	Remmers White Ral 9016		
			Sash Col:	Remmers White Ral 9016		
			Sash:	Top Chatsworth Fixed Sash Bottom Chatsworth Sliding Sash		
			Type:	Chatsworth 2 Top Fixed Sash Chatsworth 2 Bottom Sliding Sash		
			Bar:	23mm Standard Bonded Bar With 18mm Integral Bar in glass cavity		
			Glass:	4 Clear/16 Argon/4 Clear Total+ (24mm Unit), Black Warm Edge Spacer 4 Tough/16 Argon/4 Tough Total+ (24mm Unit), Black Warm Edge Spacer		
			Glass Tp Col:	Black Glazing Tape		
			H/ware:	Fitting Finish - (F&F) Hardex Chrome Balance Colour - White VS Fittings - ERA F&F HSC Lock - Architectural Lever Finger Pulls Fab&Fix		
			Frame Options:	Standard Head Standard Jamb Flush Cill - WBG		
			Weight (Kg):	65.70		
					1,133.98	2,267.96
2		1 Piece(s)	Product:	VS_CHAT		
			Dims:	1000mm x 1500mm		
			Timber:	Softwood		
			Timber Sash:	Softwood		
			Frame:	Chatsworth 2 VS - 165mm Flush Cill unless attachment states Cill Nosing		
			Glazing:	Standard Inside Bead Glazed		
			Finish:	Fully Finished		
			Frame Col:	Remmers White Ral 9016		
			Sash Col:	Remmers White Ral 9016		
			Sash:	Top Chatsworth Fixed Sash Bottom Chatsworth Sliding Sash		
			Type:	Chatsworth 2 Top Fixed Sash Chatsworth 2 Bottom Sliding Sash		
			Bar:	23mm Standard Bonded Bar With 18mm Integral Bar in glass cavity		
			Glass:	4 Clear/16 Argon/4 Clear Total+ (24mm Unit), Black Warm Edge Spacer 4 Tough/16 Argon/4 Tough Total+ (24mm Unit), Black Warm Edge Spacer		
			Glass Tp Col:	Black Glazing Tape		
			H/ware:	Fitting Finish - (F&F) Hardex Chrome Balance Colour - White VS Fittings - ERA F&F HSC Lock - Architectural Lever Finger Pulls Fab&Fix		
			Frame Options:	Standard Head Standard Jamb Flush Cill - WBG		
			Weight (Kg):	77.63		
					1,219.31	1,219.31

Item	Quantity	Description	Per Item	Total
3	1 Piece(s)	Product: VS_CHAT Dims: 1200mm x 1500mm Timber: Softwood Timber Sash: Softwood Frame: Chatsworth 2 VS - 165mm Flush Cill unless attachment states Cill Nosing Glazing: Standard Inside Bead Glazed Finish: Fully Finished Frame Col: Remmers White Ral 9016 Sash Col: Remmers White Ral 9016 Sash: Top Chatsworth Fixed Sash Type: Bottom Chatsworth Sliding Sash Bar: Chatsworth 2 Top Fixed Sash Glass: Chatsworth 2 Bottom Sliding Sash Glass: 23mm Standard Bonded Bar With 18mm Integral Bar in glass cavity Glass: 4 Clear/16 Argon/4 Clear Total+ (24mm Unit), Black Warm Edge Spacer Glass: 4 Tough/16 Argon/4 Tough Total+ (24mm Unit), Black Warm Edge Spacer Glass Tp Col: Black Glazing Tape H/ware: Fitting Finish - (F&F) Hardex Chrome Balance Colour - White VS Fittings - ERA F&F HSC Lock - Architectural Lever Finger Pulls Fab&Fix Frame Options: Standard Head Standard Jamb Flush Cill - WBG Weight (Kg): 89.58	1,289.74	1,289.74
Total :				4,777.01

BENLOWE GROUP LIMITED
TERMS AND CONDITIONS OF SALE
(as of May 2014)

1. DEFINITIONS AND INTERPRETATION

"Contract" means a contract for the sale of Goods and/or Services made by or on behalf of the Supplier with a Customer, pursuant to receipt of an Order and express acceptance of such Order by or on behalf of the Supplier, incorporating these terms and conditions of sale;
"Costs Estimate" means as defined in clause 10.4 below;
"Credit Account" means any credit account established with the Supplier as agreed between the parties following receipt of satisfactory trade references;
"Customer" means a person to whom the Supplier supplies or is to supply Goods and/or Services pursuant to a Contract, as stated in an Order;
"Dispute" means any dispute or claim arising out of or in connection with any Contract, or the Goods and/or Services provided under such Contract;
"Dispute Notification" means as defined in clause 10.2 below;
"Goods" means the goods which the Supplier supplies pursuant to a Contract;
"Order" means an order received in writing by the Supplier from the Customer (including, without limitation, by email) requesting the provision of Goods and/or Services. For the avoidance of doubt, pursuant to the provision of any Goods and/or Services, any further requests received in writing (including, without limitation, by email) by the Supplier from the Customer for additional or ancillary Goods and/or Services shall also constitute an Order;
"Services" means the services which the Supplier provides pursuant to a Contract;
"Supplier" means Benlowe Group Limited a company registered in England and Wales under number 3779009 whose registered office is at Park Road, Ratby, Leicester, Leicestershire LE6 0JL;
"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a bank holiday.
The headings in these terms and conditions do not affect its interpretation. Except where the context otherwise requires, references to clauses are to clauses of these terms and conditions.
Unless the context otherwise requires:
references to "the Supplier" and "the Customer" include their permitted successors and assigns;
references to statutory provisions include those statutory provisions as amended or re-enacted from time to time;
references to one gender includes a reference to the other genders; and
references to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them.
Words in the singular include the plural and those in the plural include the singular.
A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2. APPLICATION AND ENTIRE AGREEMENT

These terms and conditions shall govern and be incorporated into every Contract, and shall constitute the entire agreement between the parties, superseding all previous agreements, representations, warranties, statements or understandings (in each case, whether written or oral) between the parties relating to such matters.
The Customer confirms that in entering into any Contract it has not relied upon (and shall have no remedy in respect of) any agreement, warranty, statement, representation or understanding made by the Supplier or any third party, unless expressly set out in these terms and conditions.
Acceptance of delivery of the Goods or performance of the Services (without prejudice to clause 3 or any other manner in which acceptance of these terms and conditions may be evidenced) shall be deemed to be unqualified acceptance of these terms and conditions which shall prevail over any terms or conditions (whether or not inconsistent with these terms and conditions) contained or referred to in any correspondence, Order, documentation submitted by the Customer or elsewhere or implied by custom, practice or course of dealing.

3. QUOTATIONS AND ACCEPTANCE

A quotation by the Supplier does not constitute an offer and the Supplier reserves the right to withdraw or revise a quotation at any time before it accepts an Order.
The Supplier's acceptance of any Order shall be effective only where such acceptance is on the Supplier's order acknowledgment form and signed by an authorised representative of the Supplier.
Where a Credit Account is established between the parties, the Supplier may require the Customer to provide satisfactory trade references and undergo credit check procedures. If at any time the Customer wishes to withdraw from the Credit Account arrangement, it may do so by written notice to the Supplier and payment of all outstanding sums due from the Customer to the Supplier.

4. DELIVERY AND PERFORMANCE

The dates mentioned in any quotation, Order, acceptance form or elsewhere for delivery of the Goods and/or performing the Services are approximate only and time for delivery or performance is not of the essence.
The Supplier will deliver the Goods or provide the Services at the Customer's premises unless otherwise stipulated in the Order or agreed by the Supplier.
The cost of delivery of the Goods in the UK mainland is included in the price unless notified by the Supplier to the Customer, but the Supplier may make an additional charge for delivery in the UK otherwise than by its normal carrier, for express delivery, or to an area where there is restricted access or any unusual or additional offloading requirements.
Unless otherwise agreed in writing, the Customer shall unload the Goods immediately on their arrival at the Customer's premises. The Customer is solely responsible for unloading the Goods at the point of delivery and shall indemnify the Supplier against any loss, liability and cost arising as a result of any assistance provided by the Supplier or its sub-contractors to the Customer in the unloading, loading or other removal of the Goods from the point of delivery.
The Customer is solely responsible for ensuring that it inspects the Goods at the point of delivery. Any Disputes (for which liability is not excluded under these terms and conditions) revealed on such inspection, or which should have reasonably been revealed on such inspection, shall be notified to the Supplier in accordance with clause 10 below.
If the Customer refuses or fails to take delivery of Goods delivered in accordance with a Contract, or does not take any action necessary on its part to allow for delivery of the Goods, or is responsible by any act or omission for the deferment or delay in delivery of the Goods (including, without limitation, where the Customer specifically requests an extended storage period or a delayed delivery date), the Supplier may immediately terminate the Contract and/or recover from the Customer:
any loss and additional costs incurred as a result of such refusal, failure, act or omission (including, without limitation, re-delivery costs, disposal costs and/or storage costs from the due date of delivery); and
in respect of storage, charge the Customer a 2% per month storage fee on the total value of such Goods.
Where any of the circumstances specified in clause 4.6 occur, the Supplier reserves the right to complete any work in progress in respect of the relevant Goods and/or Services and raise an invoice for such work in accordance with clause 7.
Unless otherwise expressly agreed, the Supplier may effect delivery of Goods contained within an Order in instalments or separate consignments. Where delivery is by instalments or separate consignments, the Supplier may elect to treat each instalment or consignment as a separate Contract.
Section 32(2) of the Sale of Goods Act 1979 does not apply and the Supplier is not required to give the Customer the notice specified in section 32(3) of that Act.

5. RISK AND TITLE

Risk for the Goods passes on delivery but title to the Goods (whether separate and identifiable or incorporated in or mixed with other goods) remains with the Supplier until the Customer pays to the Supplier the agreed price for the Goods (together with any accrued interest at the rate specified in clause 7.5) and all other amounts owed by the Customer to the Supplier in respect of any other Contract.
If the Customer resells any Goods in which title has not passed to the Customer, such resale shall (as between the Supplier and the Customer only) be made by the Customer as agent for the Supplier.
At any time before title to the Goods passes to the Customer the Supplier (or its agents) may (without prejudice to any other of its rights):
re-lease possession of the Goods or any part of the Goods not yet incorporated into any building works and shall be entitled to free and unrestricted access to any premises for that purpose;
require delivery up to it of all or any part of the Goods not yet incorporated into any building works; and
re-sell all or any part of the Goods not yet incorporated into any building works.
From the time of delivery until title in the Goods passes to the Customer in accordance with clause 5.1, the Customer shall possess the Goods as bailee of the Supplier and shall store the Goods in an appropriate and adequate manner and, as far as reasonably possible, keep such Goods distinguishable from other similar goods in the Customer's possession.
From the time of delivery until title in the Goods passes to the Customer in accordance with clause 5.1, the Customer shall insure the Goods for their full value with a reputable insurer and, if the Supplier so requests, ensure that the Supplier's name is noted on the insurance policy. Until title in the Goods passes to the Customer, the Customer shall hold the proceeds of any claim on such insurance policy on trust for the Supplier and shall immediately account to the Supplier with the proceeds.

6. PRICE

The price and quantity for each item of the Goods and Services to be paid by the Customer are those in the Supplier's Order acknowledgment documentation.
The Supplier may at any time prior to delivery of the Goods or performance of the Services:
withdraw any discount from its normal prices; and
revise prices to take account of increases in costs including, without limitation, the cost of any goods, raw materials, transport, labour or overheads, the increase or imposition of any tax, duty or other levy and any variation in exchange rates.
All prices are exclusive of VAT unless otherwise stated. The Supplier shall (if applicable) add to the price of the Goods and Services, and the Customer shall pay, an amount equal to any VAT or other sales tax or duty applicable from time to time to sales or supplies of such Goods and Services.

7. PAYMENT

Where a Credit Account has been set up for the Customer, the Customer shall make all payments due to the Supplier under any Contract by cheque or into the bank account specified by the Supplier from time to time in pounds sterling within 30 days of the date of the relevant invoice.
Where no Credit Account has been set up for the Customer, the Customer shall make all payments due to the Supplier under any Contract by cheque or into the bank account specified by the Supplier from time to time in pounds sterling in cleared funds prior to the delivery of the Goods or performance of the Services (as relevant) unless an alternative payment profile has been agreed by the Supplier.
Time of payment is of the essence of a Contract and the Supplier reserves the right to suspend the provision of Goods and/or Services to the Customer where any amounts are overdue under any Contract until all such amounts have been paid.
The Customer is not entitled to withhold payment of any amount due to the Supplier by way of any set-off or counterclaim.
If the Customer fails to pay any amount due to the Supplier under any Contract on the due date, interest shall be added to such amount at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 for the period from and including the date of receipt (whether before or after judgment).
The Supplier may in its absolute discretion require:
payment in full or in part of the price prior to delivery or performance; or
the provision of security for payment by the Customer in such form as is acceptable to the Supplier; and/or
the cessation of any existing Credit Account facility between the parties.
The Supplier reserves the right to suspend, alter or withdraw at any time and for any reason any credit allowed to the Customer.
The Supplier may set off any amount owed to it from the Customer against any amount owed to the Customer by the Supplier.

8. INFRINGEMENTS OF THIRD PARTY RIGHTS

If any claim is made or action brought or threatened which alleges infringement of the intellectual property rights of any third party:
the Customer shall notify the Supplier in writing (and set out the nature and particulars of the infringement, together with any supporting documentation) as soon as it becomes aware of any such claim;
the Supplier shall have control over and shall conduct any such proceedings in such manner as it shall determine; and
the Customer shall provide all assistance as the Supplier may reasonably request.
In dealing with any claim for infringement of third party's intellectual property rights, the Supplier may at its option and its own cost:
modify or replace the Goods or re-perform the Services without reducing the overall performance of the Goods or Services in order to avoid the infringement; or
procure for the Customer the right to continue using the Goods or benefit from the Services; or
repurchase the Goods at the price paid by the Customer less depreciation at the rate the Supplier applies to its own equipment.
If the Supplier or its employees or agents design the Goods or perform the Services pursuant to a commission from the Customer (whether to fulfil an Order or otherwise), any intellectual property rights created in relation to such Goods or Services shall vest in the Supplier and the Customer shall do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this clause 8.3.

9. WARRANTY AND LIABILITY

Subject to clause 9.2, the Supplier warrants that where the Goods and Services are used in the United Kingdom, they will for a period of [one] year from the date of delivery or performance comply with their specification or product description.
The warranty in clause 9.1 is given on the following conditions:
the Supplier is not liable for a defect in the Goods or Services caused by fair wear and tear, abnormal or unsuitable conditions of storage or use or an act, neglect or default of the Customer;
the Supplier is not liable for a defect in the Goods or Services caused by the Customer's error in relation to measurements or sizing; and
the Supplier is not liable for providing any maintenance in relation to the Goods. It shall be the Customer's responsibility to adequately maintain (or procure that the Customer's clients adequately maintain) the Goods.
While the Supplier will attempt to ensure that the Goods are free from all defects, the Goods (for example, without limitation, any glass) may be subject to minor imperfections as a result of the nature of the production of such Goods. The Supplier shall not be liable for any such minor defect or imperfection, and, in any event, the Supplier shall not be liable for any other defect(s) in the Goods or Services unless it is notified in writing to the Supplier within five Working Days of the date of delivery or performance.
The Supplier is not liable for:
[non-delivery or non-performance unless the Customer notifies the Supplier in writing of such non-delivery or non-performance within five Working Days of the delivery date indicated on the quotation, Order, acknowledgment or otherwise]
shortages in quantity delivered unless the Customer notifies the Supplier in writing of such shortages within five Working Days of such deliveries; and]
for damage to or loss of all or part of the Goods in transit (where the Goods are carried by the Supplier or by a carrier on behalf of the Supplier) unless the Customer notifies the Supplier in writing of such damage or loss within five Working Days of receipt of the Goods.
Except as set out in this clause 9, all terms, conditions, warranties and representations implied by law (including, without limitation, terms in relation to satisfactory quality and fitness for purpose) are excluded to the extent permitted by law.
Subject to the provisions in clause 9.9 below, the Supplier shall not be liable for:
any indirect, special or consequential loss or damage;
any loss of profits, turnover, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect).
Subject to clauses 9.6 and 9.9, the entire liability of the Supplier in contract, tort (including negligence or breach of statutory duty) or otherwise for loss or damage to the Customer's tangible property resulting from the Supplier's negligence is limited to an aggregate figure of £100,000 in respect of each event or series of connected events.
Subject to clauses 9.6, 9.7 and 9.9, the entire liability of the Supplier arising out of or in connection with the supply, non supply or delay in supplying the Goods and/or Services, or otherwise in connection with each Contract, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to the price paid by the Customer for the relevant Goods or Services. The Supplier reserves the right to issue a credit note to the Customer in full and final settlement of any such liability.
Nothing in these terms and conditions shall operate to exclude or restrict the Supplier's liability for:
death or personal injury resulting from negligence;
breach of the obligations arising from section 12 of the Sale of Goods Act 1979; or
fraud or deceit.
The Supplier hereby reserves the right to reclaim from the Customer, all costs and expenses incurred by the Supplier, its employees and agents, in investigating any Dispute from the Customer which proves to be unfounded.

10. DISPUTE NOTIFICATION PROCEDURE

To the extent that the Customer has a Dispute, and such Dispute is not excluded under these terms and conditions, the Customer must notify the Supplier of such Dispute within five Working Days of the circumstances giving rise to such Dispute.
Such notification must be in writing and set out the nature and particulars of the Dispute, together with any supporting documentation ("Dispute Notification").

- 10.3 Following receipt of a Dispute Notification, the Supplier may at its own expense and opinion (at its sole discretion) within a reasonable time:
10.3.1 remedy the Dispute; or
10.3.2 engage with any third party to remedy the Dispute at such costs as agreed between the third party and the Supplier.
- 10.4 Where the Dispute relates to defective Goods (and such defects are not excluded under clause 9, the Supplier reserves the right to access the point of delivery (including, without limitation, where delivery takes place on the Customer's premises) for the purposes of investigating the Dispute. For the purposes of such investigations, the defective Goods must be preserved at the point of delivery and in the same condition as at delivery. The Supplier shall not be liable for any defective Goods in the event that the Customer has not complied with this clause.
- 10.5 In the event that the Supplier does not exercise either of the options as specified in clause 10.3, the Customer may engage with any third party in order to obtain a costs estimate in relation to remedying the Dispute, taking all reasonable steps to mitigate any costs ("**Costs Estimate**").
- 10.6 Such Costs Estimate must be provided to the Supplier in writing within five Working Days of its provision to the Customer by the relevant third party. The Supplier shall, at its sole discretion, either:
10.6.1 confirm that the Costs Estimate is acceptable, and inform the Customer that it may instruct the relevant third party to carry out the remedial works, and in such circumstances the Supplier agrees to be liable for the amount specified in the approved Costs Estimate only; or
10.6.2 reject the Costs Estimate and, either:
10.6.2.1 inform the Customer that it may obtain another Costs Estimate for approval by the Supplier in accordance with clauses 10.4 and 10.6; or
10.6.2.2 exercise either of the options as specified in clause 10.3.
- 10.7 To the extent the Supplier has a Dispute, it may take any action it considers necessary to resolve such Dispute, including (without limitation) initiating legal proceedings.
- 11. TERMINATION**
- 11.1 On or at any time after the occurrence of any of the events in clause 11.2, the Supplier may:
11.1.1 stop any Goods in transit;
11.1.2 suspend further deliveries to the Customer or performance of the Services;
11.1.3 exercise its rights under clause 5; and
11.1.4 terminate any Contract immediately by giving notice to that effect to the Customer.
- 11.2 The events are:
11.2.1 the Customer being in material breach of any obligation under a Contract; or
11.2.2 any meeting, resolution, application or notice given in respect of the Customer's winding up, dissolution, administration, or any composition in satisfaction or scheme of arrangement being entered into or receiver, manager or administrative receiver being appointed or the Customer ceasing or suspending payment of any of its debts or being unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986.
- On termination of a Contract pursuant to clauses 11.1.4 or 16.1, any indebtedness of the Customer to the Supplier shall become immediately due and payable and the Supplier is relieved of any further obligation to supply Goods or perform Services to the Customer pursuant to that Contract.
- 12. CONFIDENTIALITY AND SPECIFICATIONS**
- 12.1 The Customer shall treat all product, customer or business information, drawings, designs and specifications submitted to it by the Supplier as confidential and shall not disclose it to any third party without the Supplier's prior written consent or use it for any purpose except in connection with a Contract or where authorised to do so by the Supplier.
- 12.2 Clause 12.1 does not apply to information which:
12.2.1 is at the date of disclosure or becomes at any time after that date publicly known other than by the Customer's breach of this condition;
12.2.2 was known by the Customer before disclosure by the Supplier to the Customer;
12.2.3 is or becomes available to the Customer otherwise than from the Supplier and free of any restrictions as to its use or disclosure; and
12.2.4 is required to be disclosed by law or a regulator.
- 12.3 Disclosure under clause 12.2.4 shall (unless such notice or consultation is prohibited by law) only be made after prior consultation with the Supplier as to the terms, content or timing of disclosure and to the person or persons and in the manner required by law or the regulator, or as otherwise agreed between the parties.
- 12.4 All drawings, designs, specifications and other particulars of dimensions or weight submitted by the Supplier are approximate only and the Supplier accepts no liability for any deviation from them, nor for any errors, omissions or other defects in any such materials not prepared by the Supplier.
- 13. PACKAGING**
- 13.1 The Customer will dispose of all packaging in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.
- 13.2 The Supplier is entitled to invoice, and the Customer will pay, for the cost of all packaging materials unless they are stated to be returnable and the Customer returns them to the Supplier (at its own cost) in good condition within 30 Working Days of the date of receipt by the Customer.
- 14. LICENCES AND CONSENTS**
- If a licence or consent of any government or other authority is required for the supply, carriage or use of the Goods or Services by the Customer, the Customer will obtain such licence or consent at its own expense and produce evidence of it to the Supplier on demand.
- 15. HEALTH AND SAFETY**
- The Customer will take any steps specified by the Supplier from time to time to ensure that the Goods will be safe and without risks to health at all times when they are being stored, used, cleaned or maintained by any person at work, or when they are being dismantled or disposed.
- 16. GENERAL**
- 16.1 Neither party shall be liable for any delay or failure to perform its obligations due to any circumstances beyond its reasonable control.
- 16.2 The Customer may not assign, novate, transfer or otherwise deal in any way with all or any part of its rights or obligations in, or under, any Contract without the prior written consent of the Supplier (which consent shall not be unreasonably withheld or delayed).
- 16.3 The Supplier is entitled at any time to assign, novate, transfer or otherwise deal with of its rights or obligations in, or under, any Contract, or sub-contract any work relating to any Contract.
- 16.4 Any notice given by one party to the other in connection with a Contract must be in writing and may be delivered personally, by pre-paid first class post (which will be deemed to have been given two Working Days after the date of posting) or by email to the relevant address / email address notified by one party to the other in the Order.
- 16.5 Nothing in these terms and conditions is intended to create, or shall be deemed to create, a partnership, joint venture or legal relationship of any kind that would impose liability upon the Supplier for any of the Customer's acts or omissions.
- 16.6 If any of these terms and conditions are found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and such invalidity or unenforceability shall not affect the other conditions which shall remain in full force and effect.
- 16.7 If any invalid, unenforceable or illegal provision of these terms and conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and to the greatest extent possible, achieves the our original commercial intention.
- 16.8 A person who is not party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Contract.
- 16.9 The rights and remedies provided by any Contract may be waived only in writing and any failure to exercise or any delay in exercising a right or remedy by the Supplier shall not constitute a waiver of that right or remedy or of any other rights or remedies.
- 16.10 No variation or alteration of any of the provisions of a Contract or these terms and conditions shall be effective unless it is in writing and signed by or on behalf of each party.
- 16.11 Each party irrevocably agrees to submit to the laws of England and exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with a Contract.

The Benlowe Group do not accept any Liquidated & Associated Damages (LADs) - only direct costs

ACCEPTANCE OF QUOTATION

I accept the specification and details in this quotation as a true reflection of our requirements.

I confirm that the details (i.e. all quantities, dimensions and specification) have been checked in full, and accept any responsibility should there be an anomaly once supplied.

Please Note all handings of windows and door are viewed from the outside

Signed _____ Date _____

Print Name _____

Company Name _____

PLEASE NOTE: YOUR ORDER WILL NOT BE PROCESSED FOR MANUFACTURE, NOR A DELIVERY DATE CONFIRMED, UNTIL THIS SIGNED CONFIRMATION , AND YOUR PURCHASE ORDER WHERE APPLICABLE, HAS BEEN RECEIVED.

Please fax or post this confirmation to our Sales Office attached to your official purchase order.

PLEASE NOTE:

Rates enclosed for refurbish projects, are based upon information submitted at the time of enquiry, should dimensions change following a site measure which results in the window dimensions increasing in size,
we reserve the right to amend costs to reflect the change of information.

**Please be aware Due to price increases, we cannot keep Prices firm at this moment in time !
Please also be aware if any changes are made to the products within the quotation the prices could also change.!**

All goods manufactured to the Customers instruction which are subsequently delayed by yourselves, materials are to be paid for in full in accordance with the original call off instruction.

Deferred delivery by customers - please refer to clause 4.6.1 and 4.6.2 - we reserve the right to issue storage charges, along with completing manufacturing of product which is already in the factory, and invoicing for said works, and being payable to our standard payment terms ie nett 30 days from invoice

Late payment - please refer to clause 7.5 - commercial debt with recoverable interest payment of 8% above base rate.

The Benlowe Group do not accept any Liquidated & Associated Damages (LADs) - only direct costs

