

TERMS & CONDITIONS

THESE TERMS

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

INFORMATION ABOUT US

Company Details:

NRGI Bespoke Glazing Limited, 11 Cranmer Place, Ballsbridge, Dublin 4, D04 CC98

Company No: 639103, VAT No: IE 3583317PH

ACCEPTANCE OF ORDER

We will provide you with a written Confirmation of Order, at which point a binding contract will come into existence between you and us. If there is any inconsistency between these terms and our Confirmation of Order, the Confirmation of Order will prevail.

The Company will only agree to supply and install goods after we receive written confirmation by the customer agreeing to the position layout and product specification as well as the 50% deposit required. The order will only be put into the production schedule once these conditions are satisfied.

PAYMENT TERMS

Payment shall be in the following terms:

50% deposit on order

40% no later than 24 hours prior to scheduled installation date

10% immediately upon practical completion

MANUFACTURE

All glass used is the best obtainable, but we will not guarantee against minor imperfections which are not guaranteed against. Glazing will be constructed in accordance with BS 5713 and all U – values stated are Argon gas filled. Glass will be supplied and installed in accordance with the manufacturer's quality standards allowing for imperfections resulting from limitations within the manufacturing process and as defined in accordance with GGF guidelines Section 4.10 or the Hadamar "Guideline to access the visible quality of glass in buildings" June 2009.

As part of the normal float glass process, tempered glass may contain nickel sulphide inclusions which might lead to, in very rare circumstances, spontaneous breakages, even after heat soak testing. The glass manufacturers cannot guarantee the exclusion of all nickel sulphide inclusions, nor can they (or the Company), take any responsibility for the costs incurred for replacement units or associated costs.

Sample units are intended to demonstrate the construction of a typical window, door etc., and the materials used. The units to fulfil this order will be manufactured by the Company and will be of whatever construction and material the Company considers most suitable, following inspection and measuring by its company or representatives. The Company will adhere to the Glass and Glazing Federation guidelines regarding quality of product.

This does not affect your statutory entitlements.

INSTALLATION AND REPLACEMENT

Unless expressly mentioned, the Company issues estimates for installation into new and prepared openings only, and no "making good" of window and door openings or other building works are included. The Company is not contracted to remove windows and/or doors whole and cannot be held responsible for any damage to panes/doors/frames removed to make way for the new installation.

The Company cannot under any circumstances be held responsible for any damage internally or externally, directly or indirectly caused as a result of any structural defect in the building.

For Supply only sales, the price does not include on-site assistance. There will be a call-out charge for any site assistance requested.

Whereas the Company will make every endeavour to avoid damage to the customer's property, reasonable precautions to protect furniture, furnishings, carpets, and effects in the immediate working areas must be taken by the customer. The customer shall permit the Company, its servants and agents to have access to the installation address at reasonable times in connection with the installation.

PROTECTION, CLEANING AND HANDOVER

Aluminium surfaces are supplied with a factory applied low-tak PVC tape which will protect them from most scratching, weld splatter or disc cutting. It is the responsibility of the main contractor or client to provide glass protection such as applying 'Peelguard' film to vulnerable areas of glass such as the external ground floor and internal from each floor up to 1.5m high. Protection should be left in place until the end of the construction works when it can be easily removed by the Contract cleaners being employed by the Main Contractor or Client. We confirm that once each screen is installed, handed over and incorporated into the works, the responsibility for damage, further protection and any subsequent clean downs transfers to the main contractor. The Company carry out a handover procedure whereby completed sections are inspected and signed off once installed to a nominated representative of the main contractor or client.

We have not included for a complete "builders clean" prior to Practical Completion.

GLAZED ROOFLIGHTS

The Company will not accept any responsibility ponding of rainwater on glazed rooflights regardless of pitch. It is the customer's responsibility to ensure an adequate pitch is prepared on the upstand. We recommend a minimum pitch of 5 or more degrees to avoid ponding of rainwater on rooflights.

Plastering should not be carried out prior to installation of rooflight. Please note that the black fritted edge on the rooflight system is optional and designed only as an aid to conceal the build-up of the builder's upstand. Further work may be required by the builder to conceal the upstand.

DESIGN CRITERIA (ASSUMED unless stated otherwise)

Whilst preparing our tender we have had to consider a number of design factors which influence the selection of both the aluminium glazing system and glass required for this project. These factors are listed below and in instances where design information has not been included in your original enquiry, we have had to make certain assumptions. It is the client's responsibility to ensure that we are in possession of all necessary design information prior to commencing construction drawings and we would advise you that any betterment to the figures stated below will incur additional costs.

- Wind Load 1400 Pa (1.4 kN/m²)
- Barrier loading to BS 6180
- Deflection Criteria In line with CWCT recommendations
- Building Movement The systems we offer have limited building movement. Any excessive building movement or deflection must be highlighted at the design stage (+-2mm)
- U-Values Generally in compliance with the performance specification.

SECONDARY STEEL

We have not allowed for any secondary steel structure behind the screens or above or below the door systems. All secondary supporting structures will be to be design and constructed by others.

PRESSED METAL FLASHINGS

Some projects may require additional flashings to obtain attractive finish over Buildings structural work in the surrounding area of installed product. It is Clients responsibility to ensure this is discussed and agreed at the time of initial order of the product, as in later stages it may incur delays and additional charges. If not agreed otherwise, this will be treated as a separate contract and not effecting the final payment on the original contract.

LIFTING AND HANDLING EQUIPMENT

You should let us know when you give us your order if you consider that a crane or other lifting equipment is needed to install our product at your site. Our quotation will not include the cost of handling or lifting equipment unless you discuss it with us and it is outlined in our tender. When we carry out a site survey, we will be able to identify if such equipment is needed. We can't specify the cost of such equipment before survey and if such equipment is needed for installation we will discuss the cost with you after survey and agree it with you before we issue the Confirmation of Order.

We accept no responsibility for lifting and/or handling equipment used to move or install our products, unless it belongs

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to us or has been hired by us.

If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. We do not accept liability for any fault caused by any error or omission by you having undertaken any installation yourself or through a third party, and you will be liable for any costs arising from you having provided us with incorrect measurements or specifications to us.

DAMAGE AND REPAIR

Scratches to glass or frame must be reported within 24 hours of installation. The Company cannot be held responsible for normal wear and tear or damages resulting from abuse or misuse of the products.

It is impossible to ascertain from a survey whether the brick work or any area of tiles, plaster or rendering is likely to collapse during the course of installation or replacement. While the Company will use the utmost care to prevent the collapse of any structural works, any repair work found to be necessary will not be the responsibility of the Company.

QUALITY OF OUR PRODUCTS

We give the following guarantees on our products:

- Aluminium Products Aluminium frames are guaranteed against distortion and joint failure for 10 years from the date of delivery or installation.
- Glass Glass sealed units are guaranteed against failure of hermetical seals (i.e. misting between panes) for 10 years from the date of delivery. This guarantee does not cover glass breakage after installation, which is at your risk
- Glass sealed units are not covered by nickel sulphide inclusions and damages as a result.
- We follow guidelines set out by the Glass and Glazing Federation (GGF) for quality and clarity of glass and these
 guidelines are deemed to be included in our agreement.
- Stainless steel products are guaranteed for 10 years provided you clean and maintain them in accordance with our recommendations.
- Where the products we install are replacement doors and/or windows, an insurance backed guarantee may be provided. This will cover glass sealed units for a period of 5 years and any moving parts for a period of 2 years. Any Frames and door panels will be covered for 10 years.
- When replacing glass units under guarantee we will do so on a like for like basis. If an exact replacement is no longer available, we will supply the nearest equivalent available.
- Our guarantee does not cover the cost of specialist handling or lifting equipment needed to replace products under guarantee in cases where the need arises because access to the site has become more difficult since installation, or if specialist handling or lifting equipment was used during the original installation.
- Powder Coating Our powder coated products (excluding pressings), are guaranteed for a period of 10 years period for paintwork, against fading or corrosion. We follow the guidelines set out by Qualicoat (14th edition) for the quality of our powder coating.
- We guarantee powder coated products for 5 years against fading and or corrosion where they are installed within 0.5 miles of the sea.
- When we are installing powder coated products within 0.5 miles of the sea, we may reduce the guarantee period because the sea air is more corrosive. We will provide details of the guarantee period when we have carried out our survey if applicable.

All guarantee claims should be notified to us in writing at info@nrgi.ie You should do so promptly and in any event within 7 days of noticing the problem.

CHANGES TO YOUR SITE OR BUILDING AFTER SURVEY OR SPECIFYING THE SIZES OF THE PRODUCTS

When we carry out our survey we measure the size of the openings into which our products are to be installed, so that we can make our products to fit.

Where you are carrying out building work that affects the installation it is your responsibility to ensure that you construct the openings to suit the products you order with us, as advised in the survey information provided to you.

CANCELLATION AND RESCISSION

All units are specially made to order, and consequently the contract is not subject to cancellation. If any customer does so cancel, then the Company shall have the right to retain the deposit being 50% of the total price and in addition, to claim against the Customer for any costs incurred and for any loss of profit which accrues.

The Company reserve the right to cancel this contract should our surveyors report prove unsatisfactory whereupon any deposit paid will be repaid in full and this agreement shall be at an end.