

## CONSUMER TERMS & CONDITIONS OF SALE

All Orders are accepted by Kloeber UK Ltd subject to the Terms & Conditions of Sale set out below. Details of how you can place an Order are at sections 2 & 3 below. Product specific terms may apply in addition and any applicable specific terms will be provided to you as part of Kloeber's quotation process (these are the **Special Terms**).

**Why the Customer should read these Terms.** Please read these terms carefully before submitting your Order to Kloeber. These terms tell you who Kloeber is, how it will provide goods and services to you, how you and Kloeber 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 please contact Kloeber to discuss.

**Who is Kloeber?** Kloeber UK Ltd, a company registered in England and Wales. Kloeber's company registration number is 5934275 and its registered office is at 10, St. Margaret's Way, Stukeley Meadows Industrial Estate, Huntingdon, Cambridgeshire, PE29 6EU. Kloeber's registered VAT number is 895 6667 48. You can contact Kloeber by telephoning Kloeber's customer service team on 01487 740044 or by writing to Kloeber at [info@kloeber.co.uk](mailto:info@kloeber.co.uk) or Kloeber UK Ltd, 10, St. Margaret's Way, Stukeley Meadows Industrial Estate, Huntingdon, Cambridgeshire PE28 6EU. If Kloeber needs to contact you it will do so by telephone or by writing to the primary email or postal address which you provided at the time of Order. When the words 'writing' or 'written' are used in these Terms this includes emails.

### 1. General Terms

- 1.1. All Orders for goods and services are accepted by Kloeber UK Limited (**Kloeber, we, us or our**) subject to these terms and conditions of sale (**Terms**) and the Terms include any Annex to these Terms. No other terms will apply to the supply of goods and services by Kloeber unless agreed in writing by Kloeber or unless it says something different in these Terms.
- 1.2. **Customer or you** means the person wishing to purchase goods or services from Kloeber whose details appear on the Approval Quotation to which these Terms are attached. Together these Terms, relevant Annexes and the Approval Quotation make up the agreement between Kloeber and you for the supply of goods and services (the **Contract**).
- 1.3. Kloeber may decline to accept any Order received, by informing you by telephone, facsimile or email within a reasonable period of receipt by Kloeber of the Order. Kloeber may decline an Order because goods are out of stock, because of unexpected limits on its resources which Kloeber could not reasonably plan for, because a credit reference Kloeber has obtained for you does not meet Kloeber's minimum requirements, or because requirements for any credit agreement you were looking to obtain have not been met, because Kloeber has identified an error in the price or description of goods, because Kloeber is unable to meet any delivery deadline you specified or because Kloeber considers it cannot meet your specific requirements. You will not be charged for any Order which is declined.
- 1.4. All descriptions of the goods and services contained in any Kloeber brochure, on its website or otherwise communicated to you are for illustrative purposes. Every effort has been made to display the colours accurately, but Kloeber cannot guarantee that devices which you use to display the colours or the printed pictures in any Kloeber brochure, accurately reflect the colour of the goods. The goods supplied may vary slightly from those images. Kloeber makes no claim that goods or materials supplied will conform to any sketch plans or drawings provided to Kloeber by (a) the Customer or anyone else on the Customer's behalf or (b) illustrations or descriptions or photographs in catalogues or trade literature or websites. Please bear in mind that Kloeber's showroom samples are intended to demonstrate the appearance and workings of typical items and the materials to be used. Goods manufactured to complete your installation may have minor and technical changes which are unavoidable deviations from the original specifications.
- 1.5. If Kloeber is making goods to measurements provided by you or by someone else on your behalf, you are responsible for ensuring that these measurements are correct. Information and tips on how to measure are provided in Kloeber's brochures or on its website. You may also contact Kloeber directly for advice or book a Kloeber Site survey (where **Site** means the address at which the goods will be installed).

## 2. Quotations, Prices & Orders

- 2.1. Prices for goods and services, as well as the costs of delivery and estimated delivery date(s) (and estimated start and/or completion dates for services if these have been ordered), will be set out in the relevant quotation provided by Kloeber to you following your enquiry (this is referred to in these Terms as the **Quotation**). Please note that Kloeber reserves the right to refuse American Express or Visa Business credit cards.
- 2.2. Prices detailed in any Quotation (as well as subsequent Order Acknowledgements or invoices) include VAT at the rate applicable at the date of that Quotation. Should you require a zero-rated supply you must inform Kloeber in writing before accepting any Quotation. Kloeber will pass on changes in the rate of VAT. If the rate of VAT changes between your Order date and the date we supply the goods, Kloeber will adjust the rate of VAT that you pay, unless you have already paid for the goods in full before the change in the rate of VAT takes effect.
- 2.3. All Quotations, unless otherwise stated, are valid for 28 days. If you wish to place an order Kloeber will send you an Approval Quotation and Kloeber's Pre-Service Requirements for your approval. The signed Approval Quotation will constitute your order (the **Order**). Quotations which are over 28 days old are no longer valid, cannot be accepted by you and will not be fulfilled by Kloeber.
- 2.4. Kloeber takes all reasonable care to ensure that the price of goods and services advised to you is correct; however, Kloeber reserves the right to change prices without prior notice at any time prior to acceptance of any Quotation by you (so, *before* there is a contract between you and Kloeber).
- 2.5. Responsibility for checking all particulars on the Approval Quotation and the accompanying Pre-Service Requirements remains with you and any discrepancies should be notified to Kloeber as soon as reasonably possible. You should ensure in particular that you are fully aware of and able to comply with the detailed requirements of any applicable Annex, or any Special Terms. Submission of the signed Approval Quotation will mean that you have also accepted the requirements of any such Annex and/or applicable Special Terms and any suggestions, advice or instructions that Kloeber has included in the Site survey report (if any).
- 2.6. You should also note that it is your responsibility to check specifications and compliance of any goods listed on the Approval Quotation with relevant building and other regulations and requirements. Kloeber will not usually have visited the Site or be aware of specific compliance issues.

## 3. Order Acknowledgement

- 3.1. Provided that everything is in order (and, in particular, that replies to the Pre-Service Requirements indicate that everything needed will be in place before delivery), Kloeber will accept your Order by providing you with written acknowledgement of receipt and acceptance of the Order (the **Order Acknowledgement**). ***It is only at this point that there will be a contract between Kloeber and you.*** The Order Acknowledgement will confirm pricing for goods and services ordered and well as delivery charges; it will also confirm the total Contract price. Kloeber will begin to process any Order only on receipt of both (a) the signed and dated Approval Quotation detailed at section 2.3 and (b) your deposit of 50% of the total Contract price stated in the signed Approval Quotation. Goods will be manufactured to the specification (including any measurements) approved by you on the signed Approval Quotation as confirmed by the Order Acknowledgement.
- 3.2. For most goods bought over the telephone, by mail order or by exchange of emails, customers have a legal right to change their mind within 14 days and receive a refund. These rights, under the *Consumer Contracts Regulations 2013*, are explained in more detail in these Terms (see section 17.3). However, you may not cancel or change any Order, in whole or in part, following receipt by you of our Order Acknowledgement for (a) any product made to your specification or to your measurements, (b) services, once these have been completed, even if the cancellation period is still running, or (c) goods which become mixed inseparably with other items after their delivery. Kloeber may, at its discretion and only in writing, allow an Order to be cancelled, subject to Kloeber recovering from the Customer the actual costs which it incurs as a result of the cancellation.

#### 4. Payment

- 4.1. Unless the balance of the total Contract price is to be funded by means of a credit agreement (see section 6 below), cleared payment of the final balance of the total Contract price will be due from you 7 days prior to the later of (a) scheduled delivery of any goods or (b) the start of provision of any services. The balance can be paid by cheque, credit card, bank transfer or cash (please note Kloeber reserves the right to refuse to accept certain credit cards, as detailed at section 2.1).
- 4.2. In the case of multiple or split deliveries of goods the full balance of payment will be due 7 days before the **first** scheduled delivery.
- 4.3. Should you delay a delivery for any reason, payment of the final balance will nonetheless be due 7 days prior to the original, pre-arranged delivery date.
- 4.4. Should funds not be cleared or any credit agreement finalised 7 days prior to delivery of any goods or the planned start of any services, booked delivery of goods and provision of any services may be cancelled. Any and all cancelled deliveries and/or services will incur a cancellation administration charge which will be payable by you in full. No new installation service or delivery date will be booked until final payment is received by Kloeber.
- 4.5. If you have not agreed with the Pre-Service Requirements, or if these have not been completed or provided at all in advance of the agreed delivery date, Kloeber reserves the right to change the status of an order from delivery and installation to delivery only and to charge for its administration costs in doing so. If (despite your confirmation in the Pre-Service Requirement document that these would be met) it is clear that the Pre-Service Requirements are *not* met when Kloeber arrives on site, or where other problems become apparent on Kloeber's arrival on Site that make Kloeber's installation impossible (or impossibly difficult), such as incorrectly sized and/or incorrectly prepared apertures, incorrectly prepared thresholds, missing lintels, missing or incomplete roof structures etc.), Kloeber may have no option but to abort the installation. In these circumstances Kloeber will make delivery of your goods only and leave Site. Kloeber will not refund any delivery charge(s) and may charge you for its actual costs incurred as a result of the abortive installation. You will be responsible for the safekeeping of goods to be installed as soon as they are delivered, so should check that they are adequately insured against damage or loss which might occur. Should you wish Kloeber to return at a later date (once you have undertaken corrective and/or remedial work as needed to make installation possible) a further installation charge will be made and full payment of this further charge will be required before Kloeber's return to Site.

#### 5. Late Payment

- 5.1. If you fail to make any payment on the due date Kloeber will also be entitled to cancel any pending Orders or suspend any further deliveries of goods to or collections by you. Kloeber may also retain some or all of any deposit monies, paid by the Customer at the date of such cancellation or suspension, to cover its actual costs incurred to the date of cancellation or suspension.
- 5.2. For Orders for goods that are being delivered only (i.e. not fitted) you may delay the scheduled delivery date by a maximum of 14 days. On expiry of the 14-day period Kloeber may charge a storage fee of 1% (exclusive of VAT) of the total Contract price for each week or part of a week.

#### 6. Credit Finance

- 6.1. Interest-free credit finance, or 'buy now pay later' 12.9% APR representative credit finance may be available to fund the final balance of your Order. Credit is subject to application and status. You will be required to pay a minimum initial deposit of at least 50% of the total Contract price for goods and services; you may also (depending on the total cost of your Order) be required to make further stage payment(s).
- 6.2. Should you decide to finance the balance of your Order, please note that Kloeber acts as a credit broker and not the lender. Credit is subject to application and status. Creation Consumer Finance Limited acts as the lender and is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 311518). Registered in Northern Ireland, Registration No. N1032565. Registered office: Wellington Buildings, 2-4 Wellington Street, Belfast BT1 6HT.

6.3. Credit finance is only available on Orders between £2,000 and £50,000 and Kloeber UK Ltd (company number 5934275), whose registered office is at 10 St. Margaret's Way, Stukeley Meadows Industrial Estate, Huntingdon, Cambridgeshire, PE29 6EU acts as a credit intermediary.

## 7. Delivery

- 7.1. The costs of delivery will be as stated in the Order Acknowledgement. Kloeber will aim to deliver goods and (so long as replies to the Pre-Service Requirements indicate that everything needed will be in place before installation) provide services in accordance with your Order. Delivery will be made to the Site address which you provided to Kloeber (referred to in these Terms as the **Site**) between 08:00 – 17:00, Monday to Friday and will be booked as such unless otherwise agreed in writing 7 days before the delivery is due. Delivery can only be made by Kloeber to the nearest hard flat prepared road surface.
- 7.2. Kloeber will make all reasonable efforts to deliver on the agreed dates but if the supply of goods or the provision of any service is delayed by an event outside Kloeber's control, Kloeber will contact you as soon as possible to let you know. Kloeber will also take steps to minimise the effect of the delay. Provided Kloeber does this it will not be liable for delays caused by the event but, if there is a risk of substantial delay you may contact Kloeber to end the Contract and receive a refund for any goods paid for but not received.
- 7.3. You (or your nominated representative) must be present to inspect and sign for the delivery and, in the event that no one is present at the time of delivery, goods will be returned to Kloeber's distribution address. If, after a failed delivery to you, you do not re-arrange delivery or, alternatively, collection from Kloeber's distribution address at no additional charge, Kloeber will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite Kloeber's reasonable efforts, it is unable to contact you or re-arrange delivery or collection Kloeber may end the Contract and section 14.9 will apply.
- 7.4. Where goods have been returned to Kloeber following a failed delivery, should you wish goods to be delivered at a later date, an extra delivery charge equal to the full delivery charge stated on the Order Acknowledgement must be paid by you *prior* to the delivery being rearranged by Kloeber. Alternatively, you may collect goods from Kloeber's distribution address at no additional charge. If you do not allow Kloeber access to Site to perform the services as arranged (and you do not have a good reason for this) Kloeber may charge you for the additional costs which it incurred as a result. If, despite Kloeber's reasonable efforts, it is unable to contact you or re-arrange access to Site, Kloeber may end the Contract and section 14.9 will apply.
- 7.5. Large glass units will be unloaded on a glass stillage which you must immediately unload in order that the stillage can be loaded straight back onto the delivery vehicle. Should you (for whatever reason) fail to unload goods from the stillage at the time of delivery, Kloeber will not be responsible for the later collection of any stillage(s) from you and will have the right to charge a deposit amount for the stillage; such deposit will only be refundable when the stillage is safely returned. Should the stillage be returned in a damaged condition Kloeber will have the right to retain the deposit amount.
- 7.6. Deliveries will be made by one driver. You will be entirely responsible for the prompt unloading of goods and the provision of suitable labour and equipment to do so. You must also carefully examine goods as soon as reasonably possible after delivery.
- 7.7. You are asked to inform Kloeber in writing by e-mail or fax of any fault or damage as soon as reasonably possible, as well as any short delivery, variance between the goods delivered and the delivery note, or defects or damage reasonably discoverable on careful examination. Where goods delivered include fully finished frames or glass, any damage to these should be recorded on the delivery note at time of delivery. You must give Kloeber a reasonable opportunity to inspect the consignment in which the goods complained of were contained and all or any strapping, batons or packaging provided by Kloeber.

## 8. Risk & Ownership

- 8.1. Goods will be your responsibility from the time they are delivered to the Site or collected from Kloeber's distribution centre. Where goods are to be installed by Kloeber delivery is considered to be when goods arrive on Site ready for installation. Should you organise delivery via your own carrier risk in the goods will pass to you when the goods are collected from Kloeber. Kloeber will accept no liability for goods stolen or damaged whilst stored on Site following

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delivery and prior to installation or, when installed, prior to completion of any installation services by Kloeber. You are strongly advised to ensure that you are insured for any potential loss.

- 8.2. You will own goods only once payment of the total Contract price for the goods and all other amounts owing to Kloeber has been made in full in cash or cleared funds.

**9. Services**

- 9.1. Should you have ordered installation services in relation to any goods, you will be required to comply with any and all pre-installation requirements detailed at *Annex 1 - Pre-Service Requirements* (the **Pre-Service Requirements**). You will also have to comply with the requirements of *Annex 3 – Installation & Pre-Installation* if, subsequent to completion of any installation services, you wish Kloeber to provide maintenance services.
- 9.2. Goods will only be installed and installation services provided where the Pre-Service Requirements have been fully met and agreed by signature of a copy of the Pre-Service Requirements by and on behalf of Kloeber.
- 9.3. Kloeber will carry out the services on a continuous basis (i.e. in the course of a single Site visit or pre-defined multiple Site visits) during normal working hours and Kloeber's price for the services is fixed accordingly. Kloeber will make every effort to complete the work on time, but we cannot be held responsible for delays due to weather or other circumstances beyond our control. In this case we will complete the work as soon as reasonably possible.
- 9.4. If (a) extraordinary visits have to be made to the Site, (b) work has to be carried out in an uneconomical manner, (c) if time is lost or additional expenditure incurred due to Kloeber's operative being denied access to the installation area, (d) as a result of a compromise in Site Health & Safety requirements, (e) waiting on Site due to delays beyond Kloeber's control, or (f) having to return to Site to commence or continue work and (unless any of these things are Kloeber's fault) Kloeber will invoice you for actual additional costs incurred. Such costs may include things like the cost of overnight accommodation, subsistence and expenditure on travel.
- 9.5. Kloeber reserves the right to cancel, postpone and/or abort installation services due to adverse weather conditions (though such decisions will always be made in your best interests and agreed with you in advance) or any other situation beyond its reasonable control and/or for reasons related to health and safety considerations on Site.

**10. Responsibility for damage**

- 9.1. Kloeber's employees and sub-contractors are instructed to exercise due care and attention in completing their work, but you accept that, having taken the decision to replace windows/doors, a certain amount of 'making good' will inevitably be required. In particular, installation may cause unavoidable damage not only to decoration, but also to other adjoining building fabric. Whilst Kloeber will accept responsibility for damage which is beyond what is reasonably commensurate with the fitting of windows or doors in the usual way (for example, damage to other areas of the premises where the windows or doors are *not* being fitted), you accept in particular, that the installation, survey or work carried out during after sales visits may cause damage to exterior and interior decoration, plaster work, render, hanging tiles, mortar fillets or other such adjoining building fabric and, except for damage caused by Kloeber's negligence, it does not undertake to carry out any redecoration or reworking of these areas. If you think there is a potential problem with the Site please let us know as soon as you can so that we can do what we can to find a way to minimise disruption at an early stage.
- 10.2. Kloeber does not accept responsibility for damage caused by any pre-existing structural defect, or for any additional costs which you have to pay because of anything supplied by or work done by someone other than Kloeber which is defective or delayed. Unless Kloeber has been negligent, it will not be responsible for any additional expenses, contractual penalties or other costs or claims made against you by someone else.

**11. Quality & Specification of Products**

- 11.1. Quotations are based on the plans and specifications which you supply, or which are supplied by someone else on your behalf. Goods are supplied on the basis that they conform to the written descriptions contained in the Approval Quotation and confirmed in the Order Acknowledgement.
- 11.2. As it is our policy and that of our suppliers to continually improve products, methods and materials, Kloeber reserves the right to change the specification of goods to be supplied to you if it is necessary to meet current building standards, to comply with safety requirements or other changes in legislation, so long as the changes do not materially affect the

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appearance or performance of the goods or their installation. Kloeber will not make any significant variations without your agreement.

- 11.3. Changes requested by you (other than changes arising from mistakes on the part of Kloeber) may give rise to an extra charge. Equally, additional work caused by ambiguity in your plans, specifications or measurements, or other instructions, may also incur an additional charge. In either such case, any additional charge will be a reasonable amount to reflect the additional work which Kloeber has had to undertake.
- 11.4. You must check the specification and quantities given in the Approval Quotation, because if you place an Order, Kloeber will take this to mean you have accepted these details, which will then supercede and override details given in any previous quotation. You must also make sure (since Kloeber will not usually have visited the Site), that you let Kloeber know as soon as possible, before or at the time of placing your Order, if there are any particular circumstances which might be relevant to the goods or their installation on Site (e.g., UK Building Regulations that apply to your property, installation at altitude, a likelihood of high winds or excessive weather, or where the Site is in a marine environment (within 10km of the sea or salt water), information pertaining to the alignment of Kloeber's products with existing glazing/building features, confirmation of finished floor levels or other internal finishes such as plaster/ceiling lines, etc.). Unless it is aware of such circumstances or is negligent, Kloeber cannot accept responsibility for goods which it supplies that are not suitable for your purposes.
- 11.5. Glass is supplied to Kloeber by a third party supplier, which offers its own parameters of quality to the Customer in accordance with relevant industry standards. The Customer will be required to accept these parameters, which can be found within Annex 2 to these Terms.

## 12. Warranties

- 12.1. The warranties detailed in this section 12 are given by Kloeber in addition to and not in substitution for your legal rights relating to faulty or misdescribed goods or services, details of which are at section 17.3.
- 12.2. For services, Kloeber warrants that if any Kloeber service is defective up to 12 months after completion it will, at its option, either re-provide the service or refund an appropriate proportion of the price of the service. This warranty is subject to a claim being made in writing to Kloeber within 12 months of the date of completion of the service, or such other periods as may be indicated by Kloeber for specific services from time to time in writing.
- 12.3. Prior to delivery of goods Kloeber will provide to you by email, a web page link and associated password, enabling you to access additional warranty information specific to your Order (**Warranty Documents**). Warranty Documents will also be provided in hard copy at the time of delivery. In all cases Kloeber warrants that for all goods which it supplies, if those goods are defective (unless it can show that any defect was *not* present at the time of delivery) up to 6 months after the date of delivery or installation (whichever comes last) (the **Warranty Period**), it will replace or repair the goods.
- 12.4. Longer warranty periods – some as long as 10 years – apply for example, to glass and moving parts, as well as certain finishes. Certain warranties are also covered by insurance-backed guarantees. Where any longer warranty period for any Kloeber product is indicated in the applicable Special Terms or Warranty Documents (the **Additional Warranty Period**), Kloeber and/or its guarantors will, during that Additional Warranty Period and where a product is defective, supply replacement parts and materials for the defective product to the Customer at the location where the product is installed. Further details of the additional warranties provided by Kloeber under this section 12.4 are given in the Special Terms and/or Warranty Documents.
- 12.5. All warranties detailed in this section 12 are subject to a claim being made in writing to Kloeber within the relevant Warranty Period or Additional Warranty Period, as appropriate.
- 12.6. Warranties in respect of all goods will become active immediately on receipt of the goods by you and warranty details for individual items will be in accordance with the warranty information given in the relevant Warranty Documents and/or any Special Terms. Subject to payment of the appropriate fee (details can be found in the Warranty Documents) you may transfer our warranties to a person who has acquired the goods from you or, where the goods have been installed, the purchaser of the property where the goods have been installed. We may require the person to whom the warranties are transferred to provide reasonable evidence that they are now the owner of the relevant goods or property, for example by scanning and emailing / posting a copy of the original Order Acknowledgement document and a copy of a utility bill proving their address.

12.7. No warranty will apply to any defect which arises from improper use, failure to follow product instructions, or any repair or modification made without the consent of Kloeber. Warranty provision is also dependent on compliance by Customers with ongoing scheduled maintenance of the product(s) and Kloeber reserves its right to invalidate any warranty in the event that such maintenance (detailed in the Warranty Documents) is not undertaken (though of course, this will not affect your legal rights in any way, see section 17.3 below).

### **13. Liability, Limitations & Exclusions**

13.1. If Kloeber fails to comply with these Terms, it is responsible for loss or damage suffered by you that is a foreseeable result of Kloeber breaking the Contract or failing to use reasonable care and skill. Loss or damage is foreseeable either if it is obvious that it will happen or if, at the time the Contract was made, both you and Kloeber knew it might happen, for example, if it was discussed during the sales process.

13.2. Kloeber does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes (a) liability for death or personal injury caused by Kloeber's negligence or the negligence of its employees, agents or subcontractors, (b) for fraud or fraudulent misrepresentation, (c) for breach of your legal rights in relation to the goods as summarised at section 17.3 and (d) for defective goods under the Consumer Protection Act 1987.

13.3. If Kloeber is providing services on Site or at your property, it will make good any damage to your property caused by Kloeber whilst doing so. However, Kloeber is not responsible for the cost of repairing any pre-existing faults or damage to your property that are discovered whilst Kloeber is providing the services.

13.4. Kloeber only supplies goods for domestic and private use. If you use the goods for any commercial, business or re-sale purpose Kloeber will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **14. Ending the Contract**

14.1. Your rights to end the Contract will depend on what you have bought, whether there is anything wrong with it, how Kloeber is performing and when you decide to end the Contract:

- (a) if goods bought are faulty or misdescribed you may have a legal right to end the Contract (or to get the goods repaired or replaced, or a service re-performed, or to get some or all of your money back), see section 17;
- (b) if you have just changed your mind about the goods (see section 3.2) you may be able to get a refund if you are within the cooling-off period (though since Kloeber products are generally made to your individual requirements, this right to cancel is not likely to apply, unless Kloeber is in breach of its obligations to you), but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (c) in all other cases (if Kloeber is not at fault and there is no right for you to change your mind), see section 14.2.

14.2. Even if Kloeber is not at fault and you do not have a right to change your mind (see section 14.1), you can still end the Contract before it is completed, but may have to pay compensation to Kloeber. A Contract for goods is completed when the product is delivered. A Contract for services is completed when Kloeber has finished providing the services and you have paid for them.

14.3. Should you want to end a Contract before it is completed where Kloeber is not at fault and you have not changed your mind, you should contact Kloeber to let them know. The Contract will end immediately and Kloeber will refund any sums paid by you for goods not provided, but may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs Kloeber will incur as a result of you ending the Contract.

14.4. You may contact Kloeber to end the Contract for goods at any time before delivery or completion of supply where you have paid for those goods. In some circumstances Kloeber may charge you for doing so, as described below. If goods are faulty or misdescribed you have additional rights (see section 15).

14.5. Should you wish to end a Contract because either (a) Kloeber has told you about an upcoming change to goods with which you do not agree (see section 11.2), (b) Kloeber has told you about an error in the price or description of the goods ordered and you do not wish to proceed, (c) there is a risk that supply of the goods may be significantly delayed

because of events outside Kloeber's control, (d) Kloeber has suspended supply of the goods for technical reasons, or notified you that it is going to suspend them for technical reasons, in each case for a period of more than 3 months, or (e) you have a legal right to end the Contract because of something Kloeber has done wrong (but see section 7.3 in relation to your right to end the Contract where delivery is late), then the Contract will end immediately and Kloeber will refund you in full for any goods which have not been provided or have not been provided properly. You may, in certain circumstances, also be entitled to further compensation.

- 14.6. If you are not ending the Contract for one of the reasons set out in section 14.5, then the Contract will end immediately and Kloeber will refund any sums you have paid for goods not provided. Kloeber may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs Kloeber will incur as a result of your ending the Contract.
- 14.7. If you end the Contract after goods have been dispatched to you and (because Kloeber cannot recall them) they are delivered to you, you must return them to Kloeber or allow Kloeber to collect them from you. If you are ending the Contract because Kloeber has told you of an upcoming change to the goods or these Terms, an error in pricing or description, a delay in delivery due to events outside Kloeber's control or because you are exercising your legal rights to end the Contract because of something Kloeber has done wrong then Kloeber will pay the costs of return. In all other circumstances you must pay the costs of return.
- 14.8. To end the Contract, you should let Kloeber know by doing one of the following (a) call Kloeber on 01487 740044 or email Kloeber at [info@kloeber.co.uk](mailto:info@kloeber.co.uk) or (b) simply write to Kloeber at Kloeber UK Ltd, 10, St. Margaret's Way, Stukeley Meadows Industrial Estate, Huntingdon, Cambs PE29 6EU. Please provide your original 'KLO' order number and as many details as possible of what was bought, when it was ordered or delivered and your name and address. We recommend that you send any notice of cancellation by recorded delivery. A suggested form of notice is given in the Schedule to these Terms (but you don't have to use this).
- 14.9. Kloeber may end the Contract for the supply of goods at any time by writing to you if (a) you do not make any payment to Kloeber when it is due and you still do not make payment within 7 days of Kloeber reminding you that payment is due, (b) you do not, within a reasonable time of Kloeber asking for it, provide Kloeber with information that is necessary for Kloeber to provide the goods, (c) you do not, within a reasonable time, allow Kloeber to deliver the goods to you or collect them from Kloeber, (d) you do not, within a reasonable time, allow Kloeber access to Site to supply the services, or (e) your aperture has not been prepared correctly and cannot be prepared within a reasonable amount of time, or (f) you do not supply safe working access and/or platforms to enable Kloeber to access the installation area within a reasonable amount of time.
- 14.10. You must compensate Kloeber if you break the Contract. If Kloeber ends the Contract in the situations set out in section 14.9 Kloeber will refund any money you have paid in advance for goods which Kloeber has not provided but Kloeber may deduct or charge you reasonable compensation for the net costs Kloeber will incur as a result of you breaking the Contract.

## **15. Returning Goods after ending the Contract**

- 15.1. If you end the Contract for any reason after goods have been dispatched or you have received them, they must be returned to Kloeber, providing you have not installed them. If they have been installed then they will have become 'mixed inseparably with other items after their delivery' (see section 3.2) so will not be able to be returned. Otherwise, Kloeber must be allowed to collect them from Site. Please call customer services on 01487 740044 or email Kloeber at [info@kloeber.co.uk](mailto:info@kloeber.co.uk) to arrange collection. Please note that since most goods supplied by Kloeber are made to your specifications or measurements, you will not have a right to change your mind, but in circumstances where you do have such a right and wish to exercise it, you must arrange for collection of the goods within 14 days of telling us you wish to end the Contract.
- 15.2. Kloeber will pay the costs of return:
- (a) if the goods are faulty or misdescribed;
  - (b) if you are ending the Contract because Kloeber has told you of an upcoming change to the product or these Terms, an error in pricing or description, a delay in delivery due to events outside Kloeber's control or because you have a legal right to do so as a result of something Kloeber has done wrong.

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- 15.3. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 15.4. If you are responsible for the costs of return and Kloeber is collecting the product from you, Kloeber will charge you its direct cost of collection.
- 15.5. Kloeber will refund to you the price paid for the goods including delivery costs, by the method used for payment. However, deductions may be made from the price, as described below.

**16. Deductions**

16.1. If you are exercising your right to change your mind:

- (a) Kloeber may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If Kloeber refund you the price paid before it is able to inspect the goods and later discovers you have handled them in an unacceptable way, you must pay Kloeber an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method Kloeber offers.
- (c) Where the product is a service, Kloeber may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told Kloeber you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

16.2. Kloeber will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If you have ordered goods and you have not made arrangements with Kloeber to collect them, your refund will be made within 14 days from the day on which, by arrangement with you, Kloeber is able to collect the goods from Site, or if earlier, the day on which you provide Kloeber with evidence that you have sent the goods back to them. For information about how to return goods to Kloeber, see section 15.1.
- (b) In all other cases, your refund will be made within 14 days of your telling Kloeber you have changed your mind.

**17. Problems**

17.1. Should you have any questions or complaints about the goods you should contact Kloeber by (a) calling the Warranty Department on 01487 740044, (b) writing to Kloeber at [info@kloeber.co.uk](mailto:info@kloeber.co.uk) or by post at Warranty Department, Kloeber UK Ltd, 10, St. Margaret's Way, Stukeley Meadows Industrial Estate, Huntingdon, Cambs PE29 6EU.

17.2. Should you have any questions or complaints about your finance arrangements you should contact Creation Consumer Finance Ltd by (a) calling 0371 402 8905 or, (b) writing to CCF Ltd at [customerenquiries@creation.co.uk](mailto:customerenquiries@creation.co.uk).

17.3. Kloeber is under a legal duty to supply goods that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the goods. Nothing in these Terms will affect your legal rights.

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is, for example, windows or doors, the Consumer Rights Act 2015 says these must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.

- up to six months: if your goods can't be repaired or replaced you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **services**, for example, installation services, the Consumer Rights Act 2015 says:

- you can ask Kloeber to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if Kloeber can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

## 18. Other Important Terms

18.1. Each section of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

18.2. Kloeber or you may give written notice to the other of any question, dispute or difference, which may arise between them in relation to, or in connection with the Contract and they shall have the right to arrange a meeting between each other to discuss such matters. In the event that such a meeting is not arranged the same shall be referred to the arbitration of a mutually agreed person or, failing agreement within one calendar month, of a person appointed by the President for the time being of the institute of Arbitrators. The submission shall be deemed to be a submission within the meaning of the *Arbitration Act 1996* or any other statutory modification or re-enactment thereof.

18.3. Nobody else has any rights under the Contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms (other than someone to whom the benefit of a warranty is transferred as detailed at section 12.6).

18.4. Kloeber UK Limited is part of a group of companies owned by Kloeber Holdings Limited and is registered as a data controller under the *Data Protection Act 2018*. Any member of this group may keep and use personal details provided to Kloeber by you, for the purposes of (a) providing goods and services to you and (b) processing payment for such goods and services. In addition, Kloeber may disclose your details to organisations working on behalf of Kloeber anywhere in the world (for example, credit reference agencies, mailing houses and call centres) for the purpose of proper fulfilment of Orders and Kloeber's obligations under these Terms. Kloeber will only give your personal information to other third parties where the law either requires or allows it to do so (but see also section 18.5).

18.5. If you agreed to this during the Order process: (a) Kloeber may send you details of other goods and services offered by its group that may interest you and (b) Kloeber may disclose your name to certain Kloeber suppliers for market research and commission purposes. If you no longer wish to receive details of these offers, or disclosure to suppliers, you should contact Kloeber in writing at 10, St. Margaret's Way, Stukeley Meadows Industrial Estate, Huntingdon, Cambs PE29 6EU, by fax on 01487 740404, by telephone on 01487 740044 or by e-mail at [info@kloeber.co.uk](mailto:info@kloeber.co.uk).

18.6. You undertake not to abuse or discriminate against any Kloeber employee or sub-contractor (for example, by use of racist or sexist language, or any abuse related to their ethnic origin or religious beliefs) and to protect them against any such treatment by third parties as described in the UK *Equality Act 2010* whilst they are on Site.

## 19. Laws & Legal Proceedings

19.1. The Contract between Kloeber and you, based on these Terms, as applicable to each Order is governed by English law. You can bring legal proceedings in respect of the goods and services in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

## Annex 1 – Pre-Service Requirements

### 1. Installation Services

1.1. Where the Customer has ordered installation services in respect of any goods, the Customer shall ensure that:

- (a) apertures are clear of obstructions and are of the correct size and tolerance
- (b) apertures do not have existing doors and windows installed (unless you have specifically agreed with Kloeber that they will remove them as part of the installation services)
- (c) scaffolding is erected for access to non ground floor apertures
- (d) scaffolding or any other item will not prevent access to the apertures or the opening / operation of the goods to be installed. This is particularly important for folding sliding door installations.
- (e) external areas are level with clear working space/platform of 2.5m along the whole length of each aperture
- (f) ground levels are at least 150mm below cills/thresholds heights to allow for sealing underneath cills
- (g) sand and cement is available on Site if you wish Kloeber to match existing mortar (Kloeber will bring its own supply of sand and cement in all cases but it is unlikely to be an exact match to existing mortar)
- (h) internal area is clear with clear space/ platform of 2.5m along the whole length of each aperture
- (i) damp proof membranes, damp proof courses & cavity closers (if required) are in place
- (j) roof structure and/or brickwork above aperture lintels is in place; the roof must be fully tiled and must be watertight and the lintel must be fully loaded and taking the full weight of the building structure above it before installation to avoid deflection after installation
- (k) the finished floor level is known and has been checked relevant to door thresholds
- (l) access to all installation areas is clear of obstructions
- (m) an electric power point is within 5m of all apertures
- (n) no other trades will be working in the immediate installation area
- (o) working areas are safe and free from contamination (i.e. fumes, dust etc.)
- (p) toilet facilities are available
- (q) provision for parking has been made for each day of installation and any parking permits have been arranged; our installations vans are too large for standard pay & display parking spaces
- (r) secure and dry storage is available for the duration of the installation
- (s) the Customer (or a nominated decision maker) will be present at the start of the installation to give direction and the end of the installation to sign the job off.

## Annex 2 – Product-Specific Information

### 1. Variance of Finishes

- 1.1. Aluminium powder coated finishes cannot be matched exactly on different aluminium frames, extrusions and pressings. The Customer accepts that there may be some variation in colour between different components, which are finished in the same RAL colour and with metallic finishes in particular.
- 1.2. Replacement powder coated aluminium and / or timber components may also have a variance in colour and the Customer confirms that this is acceptable, provided that the correct finish has been used.
- 1.3. Should Kloeber deem that any imperfections require replacement or repair it reserves the right to carry out remedial works at its discretion.
- 1.4. It is reasonable to expect repaired areas to have a variance in texture or appearance to the original finish and the Customer fully accepts that this may occur.
- 1.5. Replacement glass may have a different appearance to the original glass supplied. The customer accepts that there may be some variation in; tinting and/or colour of glass panes; colour/texture of the spacer bars around the perimeter of the unit and/or glazing bars within the unit itself.

### 2. Plain Glass

The following are industry guidelines on fault diagnosis within glass:

- 2.1. Transparent glass used in manufacture of insulating glass units is identical to that used traditionally for single glazing and will, therefore, have a similar level of quality.
- 2.2. For the purpose of diagnosing an acceptable fault, both panels of the sealed unit shall be viewed at right angles to the glass from the room side at a distance of 2 meters (or 3 meters distance from toughened or coated glass) in natural daylight and not in direct sunlight. The area to be viewed is the normal vision area, with the exception of a 50mm wide band around the perimeter of the unit.
- 2.3. Flat transparent glass, including laminated or toughened (tempered) glass shall be deemed acceptable if the following phenomena are neither obstructive nor bunched: totally enclosed seeds, bubbles or blisters, hairlines or blobs, fine scratches not more than 2mm long, minute embedded particles.
- 2.4. Obstructiveness of blemishes shall be judged by looking through the glass, not at it, under lighting conditions as described in section 2.
- 2.5. When thermally toughened (tempered) glass is viewed by reflection, the effect of the toughening process may be seen under certain lighting conditions. The visibility of surface coloration or patterns does not indicate deterioration in the physical performance of the toughened glass. Because of the nature of the toughening process, distortion can be introduced. Such distortion will be accentuated when the glass is viewed in reflection or incorporated in insulating glass units.
- 2.6. Visible double reflection can occur under certain lighting aspect conditions, especially when viewed from an angle. This is an optical phenomenon arising from multiple surface reflections in sealed units and does not constitute failure or reason for rejection.
- 2.7. The manufacture of flat laminated glass does not usually affect the visual quality of the glass incorporated in insulating glass units.
- 2.8. However, the faults generally accepted in paragraph 2.3 may be increased in number by the fact that the several layers of glass are used in the production of laminated glass.
- 2.9. When viewed under certain light conditions, insulating glass units incorporating clear or tinted laminated glass may show a distortion effect caused by reflection on the multiple surfaces of the component of the laminated glass.
- 2.10. During certain atmospheric conditions a phenomena may be experienced whereby the individual panes of glass deflect inwards towards the cavity and a distorted reflection may be visible. This is purely caused by differences between atmospheric pressure and the pressure of the gas in the cavity fill and does not constitute a failure or cause for rejection.

**3. Patterned Glass**

3.1. You should note that the criteria referred to at section 2.3 above do not apply to patterned glass as, due to the method of manufacture, imperfections such as seeds and bubbles are deemed to be perfectly acceptable.

**4. Timber Components**

4.1. You accept that, owing to the natural origin of the material, there will be a natural colour and grain variation between timber components which may be seen through a translucent stained finish, particularly in components supplied at different times.

4.2. Some of Klöeber's products are manufactured using finger jointed techniques. You accept that these are necessary manufacturing techniques and are not manufacturing defects. Please discuss any concerns with Klöeber before placing your Order.

### Annex 3 – Installation & Post-Installation Guidelines

#### 1. Customer pre-installation preparation

- 1.1. You will instruct Kloeber regarding any special instructions affecting the installation of the goods prior to them commencing work (Kloeber will not be held responsible for anything that is fitted incorrectly if instruction has not been given).
- 1.2. All goods (including any hardware) should be kept by you in a dry weatherproof place between delivery and installation.
- 1.3. If supplied uncoated, goods should be primed, stained or oiled by you immediately upon receipt. Special attention should be paid to the top of doors and windows and bottom of doors which are exposed to the weather when in the open position and where glass meets timber. Any subsequent cut surface must be primed, stained, oiled and sealed before fixing in position.
- 1.4. Kloeber accepts no responsibility for the effects of weather on the goods if they are supplied uncoated. If you purchase goods uncoated, oiled or with transparent stains on external surfaces, no guarantees are made by Kloeber in respect of the expected life of the goods; you should note that warranties applicable in respect of any such goods may also be adversely affected.
- 1.5. Anodised and powder coated frames are subject to minor scratches and imperfections which must be deemed acceptable.

#### 2. Openings

- 2.1. Kloeber will proceed with any installation services ordered only where fully prepared openings that have the correct tolerances allowed and solid structural sides all round have been provided, to enable level, firm and secure fixing of the goods; these include steel, solid brick, concrete and structural timber posts, beams or lintels. (Apertures for in-line sliding doors require specific preparation by you due to their frame depth – please discuss this with Kloeber prior to signing your Approval Quotation if you are unsure).
- 2.2. Kloeber does not carry out any adjustments or alterations to apertures unless confirmed in writing. If an aperture has to be adjusted in any way to enable the goods to be fitted, the making good of the structure and finishes is your responsibility.
- 2.3. If the opening size is larger than required and Kloeber is unable to seal the product frame with silicone (due to the joint between the frames and the opening being too wide) Kloeber may decide to abort the installation. Alternatively, Kloeber may decide to install the goods but will not be liable for any work involved in sealing the perimeter. This will be discussed with you (or your nominated representative) during the installation.
- 2.4. If Kloeber cannot install goods for any reason (e.g. due to incorrect opening sizes, no tolerances allowed, openings not being of a structural sound quality to enable level, firm and secure fixing, disruption by other trades or obstruction, such as scaffold preventing access or operation of the goods) Kloeber may decide to abort the installation.

#### 3. Post-Installation

- 3.1. All 'making good' works are your responsibility, Kloeber's only responsibility is to supply and fit the goods ordered by you; any and all any other services or supply will be chargeable at Kloeber's standard time and material rates from time to time.
- 3.2. On completion of an installation, a demonstration of operation and adjustment will be given by Kloeber. You must ensure that you (or your nominated representative) is present at completion of the Services to be able to confirm that everything is working as it should be. You must tell us about any fault or damage as soon as is reasonably possible. Claims may be reduced or rejected if we have not been given the opportunity to put things right.
- 3.3. Where adjustment can be achieved it is your responsibility to adjust the goods as required after installation.
- 3.4. If a return visit to Site is requested following completion of any installation, Kloeber may make a minimum charge to cover its costs and will invoice these to you. In the event that Kloeber is responsible for any deficient work or damage such charge will be refunded to you.

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- 3.5. Kloeber will photograph the installation of the goods before, during and upon completion of the installation services. The photographs remain the property of Kloeber which reserves the right to use the images in any company literature and all types of marketing.

## THE SCHEDULE

### Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from the Contract)*

To: After-Sales Department, Kloeber UK Ltd, 10, St. Margaret's Way, Stukeley Meadows Industrial Estate, Huntingdon, Cambs PE29 6EU\* / [info@kloeber.co.uk](mailto:info@kloeber.co.uk)\*

I/We\* hereby give notice that I/We\* cancel my/our\* contract of sale of the following goods\*/for the supply of the following service\*,

Ordered on\*/received on\*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

\*Delete as appropriate

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