

# TERMS & CONDITIONS - BIFOLD UK LTD

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**Effective Date:** 01/04/2025

**Company Name:** M&S Windows, Bifold UK Ltd

**Company Number:** 06378398

**VAT Number:** 920075947

## 1. General

These Terms and Conditions ("Terms") apply to all contracts for the sale of goods and provision of services by **M&S Windows, Bifold UK Ltd** ("we", "us", "our") to the customer ("you", "your"). By placing an order with us, you agree to be bound by these Terms.

## 2. Quotations & Orders

- All quotations are valid for **30 days** unless otherwise stated.
- Orders must be confirmed in writing and include all relevant specifications and measurements.
- Any changes to orders after confirmation may incur additional charges or delays.

## 3. Pricing & Payment

- Prices are in **Pounds Sterling (£)** and exclude VAT unless stated otherwise.
- A deposit of 25-50% is required upon order confirmation. The remaining balance is due upon delivery or completion of installation.
- Some items may need to be paid for in full before the order can be signed off for processing.
- We reserve the right to charge interest on overdue payments at **8% per annum above the Bank of England base rate**, in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**.

## 4. Delivery & Installation

- Delivery dates are estimates and not guaranteed. We are not liable for delays caused by circumstances beyond our control.
- You are responsible for providing suitable access and preparation of the site for delivery and/or installation.
- Any additional works required on-site due to unforeseen circumstances may result in extra charges.

## 5. Cancellation & Returns

- Custom-manufactured products (made to your specifications) are **non-refundable** and **non-returnable**.

- Orders may be cancelled within **48 hours** of confirmation, unless production has already commenced.
- We reserve the right to deduct reasonable costs incurred prior to cancellation.

## 6. Product Warranty

We offer the following warranties from the date of delivery or installation:

- **uPVC Frames:** 10 years or manufacturer's guarantee period whichever is the lesser. Guaranteed against any failure in welded joints, distortion and surface finish when adequately maintained inline with manufacturers guarantee.
- **Aluminum Frames** -10 years or manufacturer's guarantee period whichever is the lesser. Guaranteed against any failure in joints, distortion and coating when adequately maintained in-line with manufacturer's guarantee.
- **IGU** - 5 years or manufacturer's guarantee period whichever is the lesser. Guaranteed against the failure of hermetical seals (i.e. misting between panes).
- **Door Panels** - 5 years or manufacturer's guarantee period whichever is the lesser. Guaranteed against any failure in joints, distortion and surface finish when adequately maintained in-line with manufacturer's guarantee.
- **Hardware** - 1 years or manufacturer's guarantee period whichever is the lesser. Guaranteed against any failure in Locking mechanisms, hinges and all metallic moving parts when adequately maintained in-line with manufacturer's guarantee.

## Exclusions:

- Issues arising from installation by third parties (unless installed by us)
- No guarantee is given as to the elimination of condensation.
- Cosmetic deterioration to handles, letter plates and door handles etc. due to general wear and tear are not covered by this guarantee.
- All guarantees are given in good faith. However, if it is deemed after a visit from a company representative that our product has been misused, tampered or damaged in any way etc, we will render the guarantee null and void, leaving any remedial work to be carried out at a pre-arranged fee, which shall be payable before any work commences.
- **Maintenance :** Only WD 40 or Silicone spray to be used on moving parts Annually. Soapy water and soft cloth/sponge to be used on frames.

## 7. Limitation of Liability

- Our total liability is limited to the value of the contract.
- We are not liable for any indirect, consequential, or incidental damages, including loss of profit or business interruption.

## 8. Data Protection & GDPR Compliance

- We comply fully with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- Your personal data will only be collected, processed, and stored where necessary to fulfil our contractual obligations and provide our services.
- We will not share your data with third parties except where required by law, or for service delivery (e.g., couriers, installers), under strict confidentiality agreements.

- You have the right to access, correct, or request deletion of your data. Please email **nadine@mswindows.co** for all data-related enquiries.
- Our full **Privacy Policy** is available on our website [www.mswindows.co](http://www.mswindows.co)

## 9. Intellectual Property

All drawings, plans, specifications, and related intellectual property remain the property of **M&S Windows, Bifold UK Ltd** and may not be reproduced without prior written permission.

## 10. Governing Law & Jurisdiction

These Terms shall be governed by and interpreted according to the laws of **England and Wales**. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 11. Contact Information

### **M&S Windows, Bifold UK Ltd**

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