

Sales Confirmation  
Your Reference: 8742



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



Bereco Group, Units 4-5, Aspen Court, Centurion Business Park, Bessemer Way, Rotherham S60 1FB.  
t: 01709 838 188 | w: [www.bereco.co.uk](http://www.bereco.co.uk) | e: [enquiries@bereco.co.uk](mailto:enquiries@bereco.co.uk)

Sales Order No: 8742

## Sales Confirmation

Cust Order No: EMAIL 06/07

Date: 20 July 2020

Customer: John McCabe

Company: McCabe Builders (London) Ltd

Address: Printing House, 66 Lower Road, Harrow HA2 0DH

Technician: Craig Morris (morrisc@bereco.co.uk)

### Project: 228 Belsize Rd, London, NW6 4BT

Dear John McCabe,

Thank you for choosing Bereco.

We have pleasure in submitting your Sales Confirmation.

Please note;

1. All dimensions shown are manufacturing sizes.
2. All images shown are viewed from the outside.
3. The designs shown are our interpretation of the customers' requirements. It is the responsibility of the customer to check this document in full highlighting any errors or changes. By signing this document you are agreeing to our manufacturing of all products to the specifications as detailed. If you are unsure of anything please advise and Bereco will be happy to provide further clarification to assist in your understanding of what will be manufactured.
4. All windows and doors must have a minimum 5mm gap around the frame for installation as defined in BS8213-4:2016 & BS644:2012. Manufacturing sizes should always be 10mm less than structural opening sizes; any less and twist or warp may occur due to restricted allowance for movement. The manufacturers recommended tolerance should also be allowed for where cavity formers are being used; where supplied by others it is the customers responsibility to notify Bereco of the manufacturing sizes of windows and doors.
5. All Bereco products are non-load bearing.
6. Compliance with part Q of the building regulations is the responsibility of the customer. Unless otherwise specified within this sales confirmation this has not been included.
- 7a. Any amendments to your order after manufacturing has commenced will incur the addition of a £150 (excl VAT) admin fee, additional charges relating to the product amendment and will cause delays to delivery.
- 7b. Cancellation of all or part of any order once manufacturing has commenced will incur a cancellation charge.
- 7c. Cancellation of all or part of any order prior to it being sent to production will incur an admin fee of £150 (excl VAT) if cancelled 15 days or more after the order was placed with Bereco.
8. Warranties on Bereco fully factory finished products are offered subject to registration at [www.berecowarranties.co.uk](http://www.berecowarranties.co.uk). All warranties are subject to Bereco's warranty terms and conditions and following the maintenance advice in accordance with our guidelines as published at [www.bereco.co.uk/customer-care/](http://www.bereco.co.uk/customer-care/). Warranties are valid for products installed on GB mainland only.
9. Signature of this document confirms you have read and agreed to Bereco's terms and conditions.
10. Your anticipated delivery date will be confirmed within 7 working days of receipt of the signed sales confirmation. If you have any special delivery requirements please advise our operations team as soon as possible.
11. Coupled window and door combination frames (including infill panels) that span one storey or more should be assessed by a structural engineer to ensure it is of a suitable construction, satisfactory for in-service performance, long-term durability and in full compliance with current UK Building Regulations and British Standards. Bereco Ltd do not offer structural engineering services and accept no liability for issues arising as a result of our products being used under such conditions.
12. **Your order assumes a single delivery. If multiple deliveries are required then additional charges may apply.**
13. **Prices are valid for a period of 1 month; after this time prices may be subject to change.**
14. **All prices exclude VAT.**

### Additional Notes

REV C- amendments as per email 17/07/2020



The Alliance  
for Sustainable  
Building Products



The mark of  
responsible forestry  
FSC® C112780



Sales Order No: 8742

# Order Summary

Cust Order No: EMAIL 06/07

20 July 2020

Customer:	John McCabe
Company:	McCabe Builders (London) Ltd
Technician:	Craig Morris

Product	Quantity
Loose Parts	1
Sliding Sash - Spiral Balance	15
<b>Grand Total:</b>	<b>16</b>

Additions (not included in Grand Total)

Fixing Packs	15
Teknos Clean & Care Sets	2
<b>Overall Total:</b>	<b>33</b>

Optional Extras - Please tick to order any of the following products (not included in Grand Total, excl. VAT)		
Cavity Formers (up to 100mm cavity)	<input type="checkbox"/>	15
Window & Door Gap Foam (750ml)	<input type="checkbox"/>	8
Window & Door Silicone Sealant (300ml)	<input type="checkbox"/>	8
Sealant Colours (please indicate): Anthracite, Black, Chartwell Green, Teak, Caramel, Translucent, Brilliant White		
Additional Paint/Stain (per litre)	<input type="checkbox"/>	Qty:
Additional Paint/Stain colours (please specify): _____		

Sales Order No: 8742

Order Confirmation

Cust Order No: EMAIL 06/07

20 July 2020

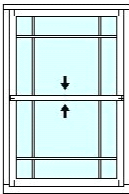
Customer:	John McCabe
Company:	McCabe Builders (London) Ltd
Address:	Printing House, 66 Lower Road, Harrow HA2 0DH
Technician:	Craig Morris

Payment Terms: Proforma (refer to enclosed invoice).		
Sign and Return as Correct:		
I wish to donate £1 to the World Land Trust for every window and door - Total £15 <input type="checkbox"/> (please tick to donate)		
Sign	Print	Date
I confirm I have read and agree to Bereco's Terms and Conditions		
Manufacturing will only commence upon receipt of this signed sales confirmation		

Total Effective Airflow	138000mm²
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Specification

Product Type:	Sliding Sash - Spiral Balance (Inline Balance)	Bar Design	
	Top Sash: Opening	Bar Type:	Stick On - 16mm LT with back to back spacer
	Btm Sash: Opening	Panes Across:	Sashes 1/2/3 : Top: 3/0/0
CE Ref:	005/032017 - DOP available for download at www.bereco.co.uk/ce-mark	Panes Down : Top/Btm:	Sashes 1/2/3 : Btm: 3/0/0
General			2/2
Bead Design:	Heritage	Vents	
Timber Type:	Redwood (FSC® 100%)	Vent(s):	2
Timber Spec:	Finger Jointed	Interior:	Trimvent Select Xtra XS16 - White
Top Sash Drop:	50/50	Exterior:	PG16 Grill (x2) - White (Concealed)
Decorative Horn:	Top Sash only	Location:	Frame Head
Horn Design:	Belsay	Ironmongery	
Weatherstrip:	Double	Sash Locking:	Heritage Sash Lock - Total: 1 per sash (restricted opening - 50mm i.e, from top of strikeplate to underside of restrictor)
Weatherstrip:	White	Lock/Strikeplate Colour:	Polished Chrome
Silicone Colour:	White	Sash Lifting:	Hook Lift
Frame Thickness:	140mm	Ironmongery:	Polished Chrome
Overall Window U Value:	1.3Uw	Spiral Balance Colour:	White
Finish		Fasteners:	Fitch locking
Finish Type:	Paint	Cills	
Topcoat:	RAL 9016 - Traffic White	Cill Extension:	None (140mm o/a) :
		Internal Window Board Groove	Included
		Glass (Internally Glazed)	T = Thermal Low E Coated Pane, ESG = Toughened Pane
		Top Glass Pattern:	Clear
		Top Glass Type:	Slimline - Standard Float
		Top Glass Unit Config:	4/8Kr/4T
		Top Glass Unit Data:	30 dB/1.2 Ug/0.58 G Value
		Bottom Glass Pattern:	Clear
		Bottom Glass Type:	Slimline - Toughened (Interior)
		Bottom Glass Unit Config:	4/8 Kr/4 ESG T
		Bottom Glass Unit Data:	31 dB/1.2 Ug/0.58 G Value
		Unit Spacer:	Warm Edge (White)



Window Size Quantity

Window Ref: W.FF.03, 04, 05, 06, 07

Sliding Sash - Spiral Balance

1182x2461 (WxH) 5

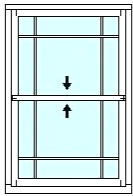
Weight: 67kg

EA Rating: 9200mm2

SEE ATTACHED DRAWING FOR LAYOUT

\*RESTRICTORS POSITIONED TO GIVE 100mm CLEAR OPENING\*

\*125MM MARGINAL BAR - SEE DRAWING\*

**Window Ref: W.SF.03/ 04**

Sliding Sash - Spiral Balance

1182x1551 (WxH)

2

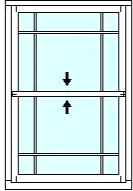
Weight: 42kg

EA Rating: 9200mm2

SEE ATTACHED DRAWING FOR LAYOUT

\*RESTRICTORS POSITIONED TO GIVE 100mm CLEAR OPENING\*

\*125MM MARGINAL BAR - SEE DRAWING\*

**Window Ref: W.SF.05, 06, 07**

Sliding Sash - Spiral Balance

1182x1551 (WxH)

3

Weight: 42kg

EA Rating: 9200mm2

SEE ATTACHED DRAWING FOR LAYOUT

\*RESTRICTORS POSITIONED TO GIVE 100mm CLEAR OPENING\*

\*125MM MARGINAL BAR - SEE DRAWING\*

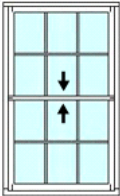
**Sub Total:****10**



Sales Order No: 8742

# Specification

Product Type:	Sliding Sash - Spiral Balance (Inline Balance) Top Sash: Opening Btm Sash: Opening	Bar Design	
CE Ref:	005/032017 - DOP available for download at <a href="http://www.bereco.co.uk/ce-mark">www.bereco.co.uk/ce-mark</a>	Bar Type:	Stick On - 16mm LT with back to back spacer
		Panes Across:	Sashes 1/2/3 : Top: 3/0/0 Sashes 1/2/3 : Btm: 3/0/0
General		Panes Down : Top/Btm:	2/2
Bead Design:	Heritage	Vents	
Timber Type:	Redwood (FSC® 100%)	Vent(s):	2
Timber Spec:	Finger Jointed	Interior:	Trimvent Select Xtra XS16 - White
Top Sash Drop:	50/50	Exterior:	PG16 Grill (x2) - White (Concealed)
Decorative Horn:	Top Sash only	Location:	Frame Head
Horn Design:	Belsay		
Weatherstrip:	Double	Ironmongery	
Weatherstrip:	White	Sash Locking:	Heritage Sash Lock - Total: 1 per sash (restricted opening - 50mm i.e, from top of strikeplate to underside of restrictor)
Silicone Colour:	White	Lock/Strikeplate Colour:	Polished Chrome
Frame Thickness:	140mm	Sash Lifting:	Hook Lift
Overall Window U Value:	1.3Uw	Ironmongery:	Polished Chrome
		Spiral Balance Colour:	White
		Fasteners:	Fitch locking
Finish		Cills	
Finish Type:	Paint	Cill Extension:	None (140mm o/a) :
Topcoat:	RAL 9016 - Traffic White	Internal Window Board Groove	Included
		Glass (Internally Glazed)	T = Thermal Low E Coated Pane, ESG = Toughened Pane
		Top Glass Pattern:	Clear
		Top Glass Type:	Slimline - Standard Float
		Top Glass Unit Config:	4/8Kr/4T
		Top Glass Unit Data:	30 dB/1.2 Ug/0.58 G Value
		Bottom Glass Pattern:	Obscure/Frosted
		Bottom Glass Type:	Slimline - Toughened (Interior)
		Bottom Glass Unit Config:	4/8Kr/4 ESG T
		Bottom Glass Unit Data:	31 dB/1.2 Ug/0.64 G Value
		Unit Spacer:	Warm Edge (White)



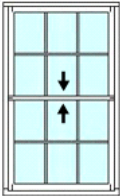
Window Size	Quantity
<b>Window Ref: W.FF.10</b>	
Sliding Sash - Spiral Balance	
987x1911 (WxH)	1
Weight: 43kg	
EA Rating: 9200mm2	
*OSBCURE FROSTED - LOWER SASH ONLY* *RESTRICTORS POSITIONED TO GIVE 100mm CLEAR OPENING*	

**Sub Total:** 1

Sales Order No: 8742

# Specification

Product Type:	Sliding Sash - Spiral Balance (Inline Balance) Top Sash: Opening Btm Sash: Opening	Bar Design	
CE Ref:	005/032017 - DOP available for download at <a href="http://www.bereco.co.uk/ce-mark">www.bereco.co.uk/ce-mark</a>	Bar Type:	Stick On - 16mm LT with back to back spacer
		Panes Across:	Sashes 1/2/3 : Top: 3/0/0 Sashes 1/2/3 : Btm: 3/0/0
General		Panes Down : Top/Btm:	2/2
Bead Design:	Heritage	Vents	
Timber Type:	Redwood (FSC® 100%)	Vent(s):	2
Timber Spec:	Finger Jointed	Interior:	Trimvent Select Xtra XS16 - White
Top Sash Drop:	50/50	Exterior:	PG16 Grill (x2) - White (Concealed)
Decorative Horn:	Top Sash only	Location:	Frame Head
Horn Design:	Belsay		
Weatherstrip:	Double	Ironmongery	
Weatherstrip:	White	Sash Locking:	Heritage Sash Lock - Total: 1 per sash (restricted opening - 50mm i.e, from top of strikeplate to underside of restrictor)
Silicone Colour:	White	Lock/Strikeplate Colour:	Polished Chrome
Frame Thickness:	140mm	Sash Lifting:	Hook Lift
Overall Window U Value:	1.3Uw	Ironmongery:	Polished Chrome
		Spiral Balance Colour:	White
		Fasteners:	Fitch locking
Finish		Cills	
Finish Type:	Paint	Cill Extension:	None (140mm o/a) :
Topcoat:	RAL 9016 - Traffic White	Internal Window Board Groove	Included
		Glass (Internally Glazed)	T = Thermal Low E Coated Pane, ESG = Toughened Pane
		Top Glass Pattern:	Obscure/Frosted
		Top Glass Type:	Slimline - Standard
		Top Glass Unit Config:	4/8Kr/4Tl
		Top Glass Unit Data:	31 dB/1.2 Ug/0.58 G Value
		Bottom Glass Pattern:	Obscure/Frosted
		Bottom Glass Type:	Slimline - Toughened (Interior)
		Bottom Glass Unit Config:	4/8Kr/4 ESG T
		Bottom Glass Unit Data:	31 dB/1.2 Ug/0.64 G Value
		Unit Spacer:	Warm Edge (White)



<u>Window Size</u>	<u>Quantity</u>
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**Window Ref: W.FF.08/ 09**

Sliding Sash - Spiral Balance

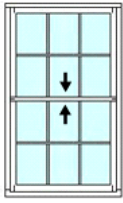
1132x1911 (WxH)	2
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Weight: 51kg

EA Rating: 9200mm2

**\*OBSCURE FROSTED\* \*RESTRICTORS POSITIONED TO GIVE 100mm CLEAR OPENING\***





**Window Ref: W.SF.08/ 09**

Sliding Sash - Spiral Balance

1132x1551 (WxH)

2

Weight: 42kg

EA Rating: 9200mm2

SEE ATTACHED DRAWING FOR LAYOUT


\*RESTRICTORS POSITIONED TO GIVE 100mm CLEAR OPENING\* \*OBSCURE  
GLAZING - FROSTED\*

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**Sub Total:**

**4**

Loose Parts

Details		Quantity
	Ref: 1.NO LITRE	
	Part Type: PAINT	1
	Description: TOP COAT - PAINT - RAL: 9016	
	Unit Type: / LITRE	
Sub Total:		1

## Ironmongery



**Fitch Fastener**  
Polished Chrome



**Heritage Sash Lock & Strikeplate**  
Polished Chrome



**Hook Lift**  
Polished Chrome

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

To view the full ironmongery collection for each product please visit <http://www.bereco.co.uk/design/ironmongery/>

# INSTALLATION & MAINTENANCE

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



## Cavity Formers

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

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



## Teknos Clean & Care Sets

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

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



## Fixing Packs

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

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

## Window & Door Silicone Sealant

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

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

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



## Gap Foam

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

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

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

# Sleep Safe & Sound.



## Upgrade to Bereco Ambient Noise Reducing Timber Windows & Doors

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

### Rediscover the Sound of Silence

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

 Bereco

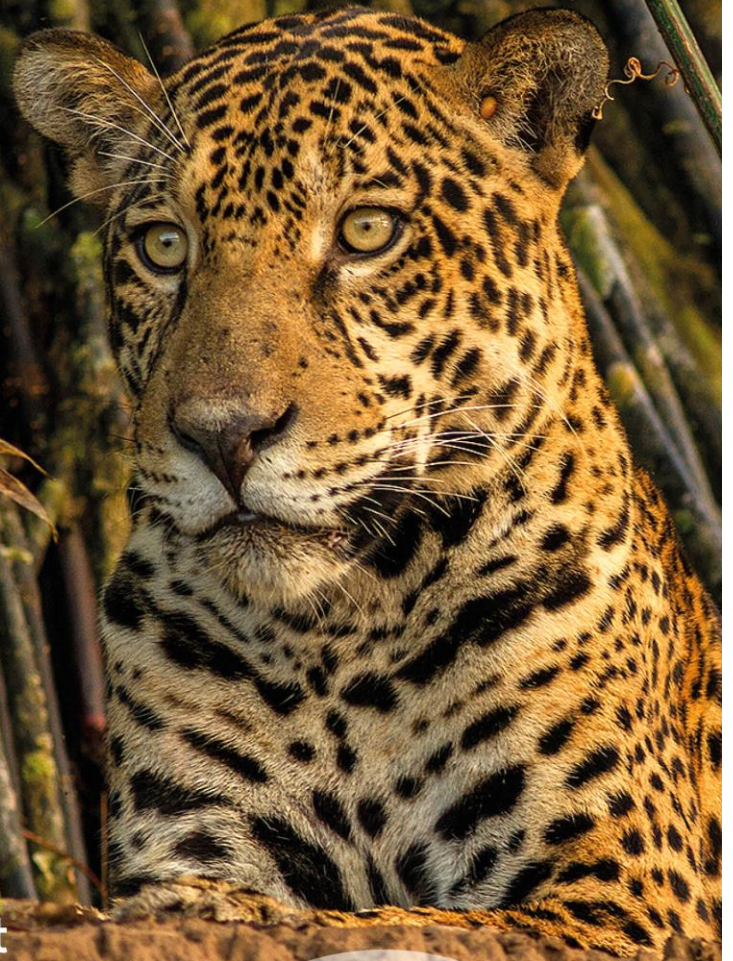


# HELP BERECO SUPPORT



WORLD  
LAND  
TRUST

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



£100 SAVES 1 ACRE

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

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

Sir David Attenborough



For more information about Bereco  
& World Land Trust please visit  
[www.bereco.co.uk/WLT](http://www.bereco.co.uk/WLT)



## 1. DEFINITIONS

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

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

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

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

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

## 2. CONTRACT

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

## 3. PRICES

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

## 4. TERMS OF PAYMENT

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

## 5. DELIVERY

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

## 6. TITLE TO GOODS

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

## 7. CUSTOMER SPECIFICATIONS

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

## 8. LIABILITY

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

8. LIABILITY (cont)

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

9. JURISDICTION

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

10. GENERAL

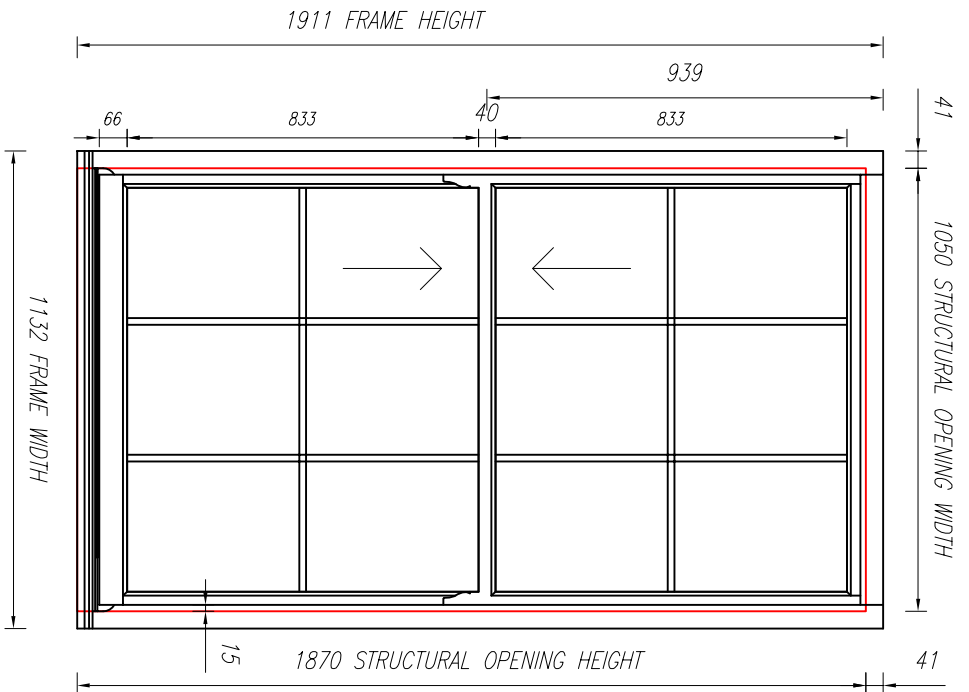
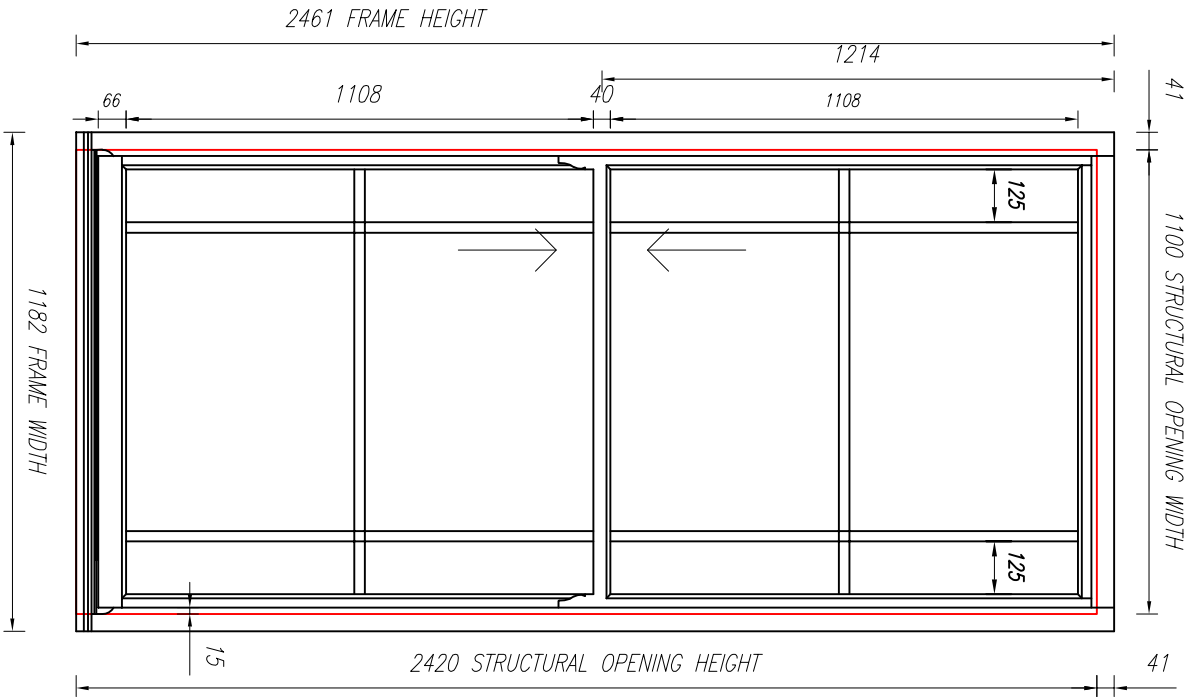
- (1) The Customer must within 10 business days advise the Company of any change of address. Any notice hereunder sent by the Company to the Customer shall be deemed served within 48 hours of posting to the last known address of the Customer.
- (2) All marketing materials, including but not limited to;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



# Bereco

NOTES:

EXTERNAL VIEW



TITLE:

ELEVATION



Please consider the environment before printing

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