



DBest Door & Window Repair
Commercial and Domestic Repairs
083 344 7775 or 086 213 1133

CONTRACT TERMS AND CONDITIONS

These Conditions of Sale form part of a contract between you (the "client") and us ("The Company"). These terms and conditions are to prevail unless specifically altered in writing between the client and The Company. The contract between the client and The Company is formed by these Conditions of Sale of Goods and/or Supply of Services, the Quotation and any other written matter signed and accepted at the time of signing of the Quotation (the "Contract").

In these Conditions the following definitions apply:

"The Company" means The Company incorporating D'Best Window and Door Repair, WoodEver Carpentry and D'Best Decorating and Maintenance, D'Best Repairs & Maintenance, Unit 7

Teresa Macionczyk

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Manager

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Unit 7 Heatherview Business Park

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www.dbestgroups.com

Heatherview Business Park, Longford and/or any of its nominated partner or services providing services under the Contract.

"The Client" means the business, organisation or individual agreeing to the price, estimate, quotation, invoice, job specs or to the Contract in its entirety.

"Conditions" means the terms and conditions set out in this document;

"The Contract" means the quotation/invoice from The Company, setting out the Contract duration (where applicable), payments due and details of the goods and services to be provided and a written acceptance from the Client.

"Goods" means any materials supplied by The Company under the Contract.

"Services" means any services, labour, time, sub-contractors services, time or consideration provided by The Company under the Contract

"Business Day" means a day, other than Saturday, Sunday and public holidays, when banks generally are open for non-automated business in the Republic of Ireland

"Payments" means the agreement between The Company and the client for the sale and purchase of Products and/or Services incorporating these Conditions; "Order" means an order for the Products and/or Services from The Company accepted by The Company on The Company order documentation prevailing at the time of acceptance and shall include job cards;

"Delivery/Job Location" means the address where the Products and/or Services as set out in the Order;

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Payment Terms

Call Out Fees

The Company charge a **call out fee** of €90.00 in respect of ALL call outs which are requested by the client or prospective client. This fee is **deducted** from your final bill/contract/fee.

Payment Terms

Payment shall be in full by way of cash, bank transfer or debit card. Payment by credit card will be subject to a 2.5% surcharge. NO Cheques are accepted by The Company.

Contract Fees

Standard payment terms for all bespoke or custom orders, including glass, glazing, doors, windows, WoodEver carpentry commissions (for WoodEver carpentry or The Company glazing the entire payment upfront in certain circumstances, such as non-returnable goods or services), door panels, home decor fabrics, paint or wallpapers, are as follows:

Initial Payment: 50% of Agreed Price to be paid at the time of ordering;

Final Payment: 50% of Agreed Price (or such lesser sum as may be appropriate in the event a Settlement Discount is applicable) on completion of agreed works.

N.B Interest will accrue on all unpaid amounts from 10 days after such payments become due and payable at the rate of 3% above the base rate as it may be from time to time of Bank of Ireland or 5%, whichever is the greater.

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For the avoidance of doubt **NO** property or title in any goods, items or services including glass or glazing or other things supplied, delivered, fitted or otherwise provided by The Company to the client transfers from The Company to the client until payment in full has been received by The Company.

The client is entitled to cancel the contract (fitting of new doors and/or windows **ONLY**.) in writing for any reason within seven days of the date on which the contract was signed (the "7 day period"), in which event any amount prepaid will be refunded (unless the 7 day contract notice period is waived in writing by the client) provided The Company has not incurred any liability in respect of the order. If any liability to any party, to include any third parties, has been incurred then any amount prepaid may be used by The Company without further recourse to discharge such liability. **After the expiration of the 7 day period, cancellation by the client is not possible. Glass, Glazing or commissioned WoodEver Projects cannot be cancelled once the order is placed.**

Contract

Orders will not be processed until oral, written or electronic (sms, email or messenger) acceptance of our quotation and terms have been received. Quotations are valid for 10 Days.

The Company will provide you with an estimated delivery/installation date. Where a site survey is required and this has been stated on the initial quotation, we reserve the right to adjust our charges accordingly following site survey.

The Client shall grant The Company representatives access to the premises at all reasonable times for the purpose of taking

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measurements, carrying out the works forming the subject of the Contract and for any subsequent remedial work/repairs if necessary.

Representatives and showroom samples and/or photographs are used to demonstrate a typical unit and its composition. No warranty is given that the unit supplied will conform precisely to the sample. Units will be measured by The Company appointed Surveyor for the purpose of manufacture and will be manufactured in the way considered suitable by The Company pursuant to The Company policy of continuous improvements to its products. It reserves the right to make any necessary modifications.

If the work specified is not completed within the delivery period quoted to the Client, the Client may serve written notice on The Company requiring that the work be completed within such reasonable period as the Client may specify (in general The Company would accept eight weeks as being reasonable). If the work is not completed within such extended period the Client may cancel the uncompleted work covered by the Contract by the service of written notice to that effect on The Company.

Installation/repair/replacement dates provided by The Company are given in good faith but without obligation. The Company will endeavour to meet installation dates, but will not be liable for any loss or damage or other prejudice suffered by the Client, howsoever arising, as a result in any delay in installation/repair/replacement.

Title of Goods

Legal title to the goods does not pass to the Client until all sums due to The Company by the Client have been received in full (or if applicable) cleared at The Company bank.

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The Company shall have the right, without incurring liability, to enter the Client's premises and take possession of any goods supplied for which payment has not been received. The Client will allow The Company free access to the goods. This right does not prejudice any other legal rights or remedies available to The Company.

Installation & Access

All existing frames, sheds, canopies, frames, windows or any items which are required to be removed prior to the new work undertaken by The Company must be removed by the client prior to the arrival of The Company workmen on site. Failure to remove any/all existing structures required for completion of the new works will result in €40.00 per hour man hours to remove the structure and this must be paid by the client.

Where The Company undertakes to alter existing timber surrounds, the price is subject to these being found in sound condition at the time of installation.

Any remedial work required will be carried out at extra cost to the Client.

Where any electric apparatus or appliance is to be fitted, The Company is not responsible for connection to the electric supply or for any wiring up.

Where any plumbing apparatus or appliance is to be fitted, The Company is not responsible for connection to the water/sewage supply or for any connecting up.

Where The Company are unable to carry out installation or delivery through error or fault on the Client's part, The Company reserve the right to charge for any reasonable costs incurred. The Company

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reserves the right to apply a waiting charge of €40.00 per man hour for every hour The Company staff is delayed on site due to the fault of the Client.

The Company will advise an estimated delivery/installation date and wherever possible will adhere as close as possible to this schedule. All delivery and installation dates quoted are estimates only, despite best efforts occasionally delays will occur. The Company will not be liable for any delay or failure to deliver/install within such estimated timescales. Late changes to the scheduled delivery/install date by the Client may result in increased costs to The Company who reserves the right to pass all reasonable costs onto the Client.

The Client should advise at the time of order if there are any special requirements to consider with the installation, these might include difficult access to the site or scheduled events for where the installation is to take place. Should the Client require the names of the installation team and/or the vehicle registration, please advise this in writing at the time of order. Any special parking requirements/restrictions or loading/unloading areas should also be advised in writing at the time of order.

Where The Company undertakes contracts for WoodEver carpentry, window or door replacement, conservatory replacement, the price generally includes for, if deemed necessary by us, the making good to reveals immediately adjacent to the perimeter of the window/door, lead flashings, etc., but does not include for redecorating inside or out, nor for replacing any tiles damaged during the work. The Company may charge extra to the contract sum for any additional work not foreseeable at the time of the survey including but not limited, to hardware, parts, replacement windows, doors, glass, glazing, flooring, foundations or labour hours incurred. The

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Company is NOT responsible for the removal of any glass, site rubble or building materials from the site.

Planning

It is the Client's responsibility to make application for planning or other regulatory or legal approvals for permission to undertake any work that may require approval, and The Company cannot be held responsible for any consequential costs incurred by the Client if any such consent was not obtained. The client will also be liable for any costs incurred by the Company where the work is delayed due to the necessary permissions not being sought by the Client and the client failing to give the Company at least 7 days' notice of any delays. All Deposits or commission fees are non-refundable and payable to the Company as a retainer price in these circumstances..

Delays

The Company shall not be liable for any delay in the completion of the work which arises from causes beyond the reasonable control of The Company and in the event that time has been made the essence of the Contract, time shall not run during any period when delay on that account is operating and cancellation of any uncompleted work shall be without prejudice to the Client's liability to pay for such part of the work as has been completed.

Where The Company has carried out production in accordance with proposed delivery/installation/collection instructions and the Client subsequently delays delivery/installation/collection, The Company reserves the right to raise an invoice for the value of the work completed and for the storage costs.

The Company guarantees the price of the Contract for 10 days. Should installation have not commenced within this period for

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reasons beyond The Company's control, then the Client shall be responsible for any subsequent price increase at the date of installation.

Installation teams will require an Installation Docket to be signed by the Client, in doing so the Client is acknowledging receipt of the goods in good condition and working order. Should the Client feel that this is not the case they should indicate this on the docket allowing The Company in the first instance the opportunity to rectify.

No verbal conditions or promises except those stated in the Contract shall be recognised. All terms of the Contract between The Company and the Client are contained in the Contract. No variation of or additions to the work specified shall have effect unless agreed in writing under the signature of a duly authorised representative of The Company .

Working on Clients own structures/frames/materials/goods

Whenever The Company is instructed to work on a Client's own glass/structures/wood/foundations/frames/materials/goods, it accepts no responsibility whatsoever for breakage of the own glass/structures/wood/foundations/frames/materials/goods while working on these materials. This work is done entirely at the Client's own risk and The Company expressly excludes all liabilities for replacing any damaged materials which the Client accepts.

Where The Company undertakes to alter existing timber, door, frames, windows, the price is subject to these being found in sound condition at the time of the alteration. No responsibility is taken for any faults found after the alterations are started which would not have been noticeable on a reasonable inspection before the

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alterations began. Any remedial work required will be carried out at extra cost to the Client.

Cancellation

The Company may unilaterally cancel this contract if in its Surveyor's opinion that existing lintels, door frames, exterior walls, ground i.e. concrete, paving slabs etc. or any of the supports are of insufficient span or lacking in strength; or internal or external access is inadequate for the purpose of installation; or the proposed specification infringes By-Laws or statutory or other regulations; or aperture details are not suitable for the proposed work.

In any event The Company may accept or reject the order at the time it is placed and/or at the time it is surveyed if later.

Liability and Guarantees

Should the Client feel that the goods installed/delivered has not met their expectation, the Client must notify The Company within 2 days of installation, giving The Company the opportunity to assess and rectify the matter should we concur that it does not meet our high standards and/or industry standards.

The Client shall not be entitled to withhold payment by reason of any alleged defect. The Company will investigate any such defect after payment in full of the balance upon completion.

Where payment is not made on the due date in accordance with these conditions The Company shall have the right to require payment of interest on the outstanding amount at the rate of 2% per month from the due date until the date of actual payment. The Company will retain title to the goods supplied and installed until such time as full payment is made.

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The Company guarantees the price of the Contract for 10 days. Should installation have not commenced within this period for reasons beyond The Company control, then the Client will be responsible for any subsequent price increase at the date of installation.

For installations, The Company expects that all surrounding plaster, rendering and flooring is in good order we will endeavour to make good any minor chips to internal plaster reveals immediately surrounding any shed, gazebo, lean-to, patio or structure is fitted, or window or door installed. The Company will not be responsible for providing matching ceramic or other tiles or specialized finishes such as Tyrolean or pebble dash, red brick, render, plaster finish or for making good wallpaper, paint, loose plaster, render, flooring or tiling, concrete slabs, concrete yards, wall, floors or roof tiles. Unless otherwise specified in writing.

The Company does not undertake the re-siting of any gas, electrical, wiring, plumbing or telephone installations. Suitable arrangements should be made by the Client for any such works to be carried out prior to commencement of the work required under the terms of the Contract.

The Company accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out but any complaint or claim by the Client for compensation for damage done by The Company for which it may be liable under these terms and conditions must be made in writing to reach The Company within 7 days of installation in default of which The Company will accept no liability thereof..

All glass used is the best available, but glass merchants will not give a guarantee covering minor imperfections or shade variations and

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consequently The Company cannot be held responsible for any such imperfections or shade variations outside of the industry standard. The Client should inform The Company of any defects or imperfections in glass installed by The Company within 48 hours.

All UPVC and aluminium windows and doors supplied and fitted by The Company have a 10 year guarantee against the UPVC and aluminium discolouring, cracking or splitting and the glass misting up/breaking down.

All UPVC and aluminium windows and doors will be certificated only when supplied and fitted by The Company .

Double glazed sealed units, supplied and fitted by The Company into clients own existing UPVC, aluminium and wooden frames have a 5 year guarantee against the glass misting up/breaking down subject to correct maintenance and operation by the Client.

All ironmongery has a 12 month guarantee subject to correct use and operation by the Client.

All Handles, Hinges, Seals, Vents, Letterboxes and uPVC Hardware Carries a 12 Month Warranty against defects and subject to correct use and operation by the Client.

All processed glass i.e.: mirrors, table top glass, shower screens, counter glass and glass balustrades is supplied and/or supplied and fitted to current industry standards. On Supplied and Fitted Glass, any defects must be reported by the Client to The Company within 48 hours.

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Liability for Parts, Hardware, Windows, doors, Carpentry Projects and Commissions.

The Company accepts no liability in respect of the following:

- ▶ The damage during or after the installation of the Clients own doors windows frames or any materials.
- ▶ The quality of ANY materials Supplied by the Client, if the client wishes to have the company return to assess damages to their own existing hardware, doors windows etc., a €90.00 call out charge applies.
- ▶ Damage caused by misuse, forcing of handles, impact or adjustments made by unqualified persons.
- ▶ ANY damage to parts or hardware, windows or doors, patio or French doors which were not correctly used and operation by the Client.
- ▶ The failure of the installation to reduce or eliminate fogging, misting or condensation.
- ▶ Damage caused by paint, stickers, tape, solvents or unsuitable cleaning products.
- ▶ Damage resulting from subsidence due to soil shrinkage, failure of footings, subsidence, underground or mine workings.
- ▶ The Company cannot be held responsible for shrinkage or superficial cracking of new plasterwork; this is normal and should be decorated by the Client as required.

In order for any claim to be made under the Guarantee:

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- ▶ any claim arising from a defect in materials or workmanship must be made in writing to The Company within 7 days of the defect becoming apparent, failing which no claim under the Guarantee can be made;
- ▶ unless painting (wooden structures and projects) cleaning and maintenance of our products is regularly undertaken the Guarantee will cease; and
- ▶ in the event of any claim against The Company under the Guarantee, the burden of proof that adequate and regular maintenance has been undertaken rests with the Client,
- ▶ and in the event of any claim made and accepted under the Guarantee, The Company will be liable only to replace such defective product, or part of product, as there may be but will NOT be liable for any consequential or other loss and/or damage caused by the failure, or deficient performance, of a guaranteed product.

No guarantee is given that any of the products is visually perfect. All products supplied by The Company may contain minor visual imperfections. The Company gives no guarantee to eliminate or reduce condensation either on framing, exposed surfaces of glass or surrounding surfaces.

The Company guarantee for sealed double glazing units does, however, specifically undertake to eliminate condensation in the cavity between the panes of glass for the period of guarantee.

Wherever The Company installs any of its products to pre-existing plinths, sills, walls, pillars overhangs and/or roofs, it specifically excludes any responsibility whatsoever for the behaviour or performance of these pre-existing surfaces after the installation of

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The Company products have been completed. The behaviour or performance of surfaces might include the manifestation of damp, condensation or any surfaces' deterioration.

The Client is advised to ensure that any representation or promise made before or at the time of signature to the contract not included in the printed form on the contract is added in writing on the face of or to the contract and signed by the Client and The Company or its agent. In this way there is no doubt as to the terms of the Contract which forms the whole contract between the parties irrespective of any oral or other representations made prior to the Contract.

Anodised finishes, and synthetic powder-coated finishes, on aluminium, and uPVC products, are available in a range of colours. The Company cannot and does not guarantee an exact colour match between all components, but it undertakes to provide colour matching.

Commercial Payment Terms

Payment for Commercial Contracts will hold a maximum of 30 days to pay the full amount

Payment shall be by way of cash, bank transfer or debit card. Payment by credit card will be subject to a 2.5% surcharge. NO Cheques are accepted by The Company.

Invoices will be produced and sent out electronically wherever possible. Should you require the invoice to be sent directly to your Accounts Department please advise the correct contact name, email address and telephone number at the time of ordering.

In the event that there are late payments owing to The Company, The Company reserve the right to charge interest at the rate of 2%

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per month above the Bank of Ireland base rate prevailing at the time of the outstanding balance. If interest is so charged it will form part of the outstanding debt due to The Company.

Cancellation

The Company reserves the right to cancel any order by refunding all monies paid upon receipt of an unsatisfactory survey report or any delays over four weeks from The Company Suppliers or manufacturers.

The Client is unable to cancel a Supply Only order once placed and The Company is not liable to refund any monies paid.

The Company is obliged to provide a 7 day cooling off period for Door and Window Supply and Fit orders, within which the Client is able to cancel their order and receive a full refund unless the Client has signed a waive agreement negating the 7 day cooling off period.

Cancellation must be effected by giving written notice to The Company .

Should cancellation be accepted within the cooling off period then 10% of the total contract price may be chargeable to the Client to cover administration costs.

These terms and conditions shall not be construed as to affect the statutory or common law rights of the Client

Jurisdiction

The Contract shall be governed by, and construed in accordance with, the laws of the Republic of Ireland.

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The Client irrevocably agrees, for the benefit of The Company, that the courts of the Republic of Ireland shall have jurisdiction to hear and determine any dispute or proceeding and, for such purposes, irrevocably submits to the jurisdiction of the Irish courts. The submission to the jurisdiction of such courts shall not (and shall not be construed so as to) limit the right of The Company to take proceedings against the Client in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

ABOUT THE COMPANY

D'Best is a family owned, family run business based in Co. Longford. The Company is based on old fashioned values together with modern technology. We guarantee our clients value for money and all of our work has a 12 month guarantee. Whether you are having handles, hinges, seals or vents replaced or a large double or triple glazed unit fitted, broken, foggy or misted glass replaced. We honour our guarantees and WILL to respond to all service calls AND enquiries speedily and efficiently. Phone: +353 86 213 1133 or +353 83 344 7775 Email: dbestrepair@gmail.com

We operate throughout the Republic of Ireland, Coast to Coast, including: Longford | Westmeath | Meath | Louth

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| Dublin | Kildare | Cavan | Leitrim | Roscommon |
Galway | Kildare | Sligo | Mayo | Offaly

Dublin , Dublin 1, 2, 3, 4, 5, 6, 8, 9, 13, 15, 18, 20, 22, 24,
Artane, Ballyfermot, Blackrock, Clondalkin, Crumlin,
Dalkey, Dun Laoghaire, Killiney, Howth, Dalkey, Bray,
Loughshinney, Rush, Lusk, Malahide, Skerries, Portrane,
Sandyford, Sutton, Swords.

Meath Ashbourne, Athboy, Ballivor, Bellewstown,
Bettystown, Clonard, Clonee, Donore, Drumree, Duleek,
Dunboyne, Dunshaughlin, Enfield, Julianstown, Kells,
Kentstown, Kildalkey, Kilmainhamwood, Kilmessan,
Kiltale, Laytown, Longwood, Mosney, Moylagh, Moynalty,
Navan, Nobber, Oldcastle, Rathmolyon, Ratoath, Slane,
Summerhill, Trim, Yellow Furze.

Galway City, Tuam, Athenry, Gort, Loughrey, Ballinasloe,
Headford, Carraroe, Gleggan, Kilcolgan, Kinvara,
Loughrea, Maam, Oranmore, Oughterard, Spiddal

Westmeath Athlone, Ballymore, Castlepollard, Coole,
Delvin, Glasson, Killucan, Kinnegad, Kilbeggan, Rathwire,
Miltownpass, Moate, Tyrrelspass.

Longford Town, Ardagh, Ballinalee, Ballymahon,
Drumlish, Edgeworthstown, Granard, Keenagh,
Lanesborough, Moydow, Moyne, Newtowncashel,
Newtownforbes.

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Cavan town, Bailieborough, Ballinagh, Ballyjamesduff, Bellturbet, Butlersbridge, Killeshandra, Kingscourt, Mountnugent, Virginia.

Leirtim, Ballinamore, Carrick on Shannon, Carrigallen, Dromod, Drumshambo, Drumsna, Jamestown, Mohill, Rossinver.

Roscommon town, Athleague, Ballaghaderreen, Boyle, Castlerea, Creggs, Elphin, Frenchpark, Knockcroghery, Rooskey, Strokestown.

Mayo, Achill Island, Ballina, Ballinrobe, Ballyhaunis, Belmullet, Castlebar, Claremorris, Foxford, Kiltimagh, Knock, Louisburgh, Swinford, Tourmakeady, Westport

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