

STANDARD TERMS & CONDITIONS

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 8.00 pm on any Business Day.

Business Customer: where a customer is buying products wholly or mainly for use in connection with their trade, business, craft or profession, even if you are an individual.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.9.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services comprising of the Contract Details and Standard Terms & Conditions along with the Schedules.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 17.

First Survey: the initial survey conducted by the Supplier's sales team to take rough measurement in order to obtain the Quotation.

Final Survey: the surveyor hired by the Supplier after the Customer has confirmed the order and has paid the deposit to take the accurate measurements and reconfirm all the specifications prior to the manufacturing of goods.

Goods: the goods (or any part of them) set out in the Contract.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing during the Final Survey by the Customer and the Supplier.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Installation Target Period: the timeline specified in the Quotation.

Maintenance Guide: the guide detailed at Schedule 2



EXPERTLY CRAFTED WINDOWS & DOORS

Price: the purchase price specified in the Contract

Services: the installation services, supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: Traditional Glaze Solutions Limited t/a Woodcraft Windows registered in England and Wales with company number No. 09746509.

Supplier Materials: has the meaning given in clause 8.1(j).

Quotation: the quotation at Schedule 1

You: the Customer

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Warranty(s): as listed in Clause 5 and Schedule 2 Warranties section.

Warranty Claim: claim made by the Customer under a Warranty or Warranties in accordance with the Schedule 2

Warranty Period: as stated in Schedule 2 Warranties section.

We/us: the Supplier

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its [personal representatives,] successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax and email.

2. Basis of contract

- 2.1 The Quotation when signed and accepted by the Customer constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- 2.2 The Quotation shall only be deemed to be accepted when the Supplier issues written acceptance of the signed Quotation at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.



EXPERTLY CRAFTED WINDOWS & DOORS



- 2.4 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue (unless specified otherwise).
- 2.5 All these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.6 You can find everything you need to know about us, and our products on our website or from our sales staff before you order. We also confirm the key information to you in writing before, either by email or on paper.
- 2.7 We don't give Business Customers all the same rights as consumers. For example, Business Customers can't cancel their orders, they have different rights where there is a problem with a product, and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated.
- 2.8 If you are a Business Customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 2.9 Within 14 days from the Commencement Date, one of the Supplier's surveyors will be assigned to manage the Contract. This surveyor will contact you as soon as is reasonably practicable after your Contract is confirmed to make a convenient appointment to carry out a site inspection and final survey. You will be offered an appointment date that is within 4 weeks of the date that this contract is signed. He will check the full specification to ensure accuracy and feasibility and will check your personal requirements.
- 2.10 If the surveyor reports that there are problems relating, for example, to the structure (including the presence of hazardous materials such as asbestos), dimensions or access to the property (including the need to arrange scaffolding), then without obligation on your part, we may quote a price for the additional work. If you decline to accept the revised quotation, we may cancel the agreement by sending you a written notice to that effect and your deposit will be returned.
- 2.11 If the surveyor reports that there are significant technical problems which make the manufacture or satisfactory installation of the Goods materially more difficult than initially anticipated, we reserve the right to cancel the agreement by sending you written notice to that effect and your deposit will be returned except where the problem is the presence of asbestos, where we shall be entitled to deduct reasonable survey and analysis costs. Note: where an existing concrete roof has deteriorated significantly it may not be possible for us to satisfactorily replace or refurbish it. If our surveyor considers that this problem exists, this will be a significant technical problem permitting us to cancel the agreement as above.
- 2.12 In the event that the contract is cancelled in accordance with this clause, written reasons will be provided to you, but cancellation will be without further liability attaching to either party.
- 2.13 Surveyor report supersedes all previous communication and has to be checked and signed by you.





3. Goods

- 3.1 Any samples, drawings, descriptive matter, computer generated designs/pictures and photographs in promotional literature or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them and due to limitations in the re-production process, the Supplier cannot guarantee a precise match. They shall not form part of the Contract or have any contractual force.
- 3.2 The Goods are described in the Contract as modified by any applicable Goods Specification.
- 3.3 The Supplier aims to make continuous improvement in its Goods to meet the highest standards. It may therefore be necessary to incorporate such modifications of a minor or technical nature in the Goods installed.
- 3.4 If you are a Business Customer, to the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.43 shall survive termination of the Contract.
- 3.5 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 3.6 We contact you to confirm we've received your order and then we contact you again (normally within 14 days) to confirm we've accepted.
- 3.7 A product's true colour may not exactly match that shown in our marketing or its packaging may be slightly different and/or the paint finish might differ from products on marketing material and samples.

4. Delivery of Goods

- 4.1 The Supplier shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Contract Details or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence.



EXPERTLY CRAFTED WINDOWS & DOORS



The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Customer fails to accept delivery of the Goods within 5 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods [and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

- 5.1 The Supplier warrants that for the Warranty Period, the Goods shall:
- (a) conform in all material respects with their description;
 - (b) be free from material defects in design, material, and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by the Supplier.
- 5.2 Subject to clause 5.3 and Schedule 2, if:
- (a) the Customer makes a Warranty Claim to the Supplier during the Warranty Period within a reasonable time of discovery that some or all the Goods do not comply with the Warranty(s); and
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.



EXPERTLY CRAFTED WINDOWS & DOORS

- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the Warranty(s) if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - (f) the Goods differ from Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
 - (g) the Customer fails to comply with the Maintenance Guide under Schedule 2 and the instructions specified therein.
- 5.4 Except as provided in this clause 5 and Schedule 2 Warranties section, the Supplier shall have no further liability to the Customer in respect of the Goods' and Services, howsoever arising.
- 5.5 These Terms and Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.2(b) to Clause 14.2(d); and
 - (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.



EXPERTLY CRAFTED WINDOWS & DOORS

7. Supply of Services

- 7.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.5 The Installation Target Period is the date that is anticipated at the date of this Contract This is an estimate and not a term of the Contract.
- 7.6 Where any consents are required, as in clause 8.7, the Installation Target Period shall commence on the day following the receipt by the Supplier of written confirmation that the necessary consents have been granted.
- 7.7 For the purpose of this clause 7 and clause 9, installation shall be deemed to have been completed if installation has been substantially completed notwithstanding the fact that minor items may still require to be dealt with.
- 7.8 Notwithstanding the foregoing, the Supplier will not be liable for any delay in installation due to factors beyond our control including occurring due to applications/granting of any consents or adverse weather conditions.
- 7.9 The Supplier shall ensure that all existing doors, windows and frames which are necessary to be removed will be cleared from site unless the Customer asked the Supplier's surveyor to arrange them to be left and this is noted on the form that the Customer will be asked to sign at the time of technical survey. The Supplier does not guarantee that they can remove them so that they can be used elsewhere but the Supplier's installers will attempt to do so if the surveyor is asked when he calls to prepare the technical specification.

8. Customer's obligations and warranties

- 8.1 The Customer shall:
 - (a) ensure that they shall comply with the Maintenance Guide under Schedule 2;
 - (b) ensure that the terms of the Contract and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
 - (c) confirm that the Customer is the legal owner of the Installation Address and co-operate with the Supplier's enquires (if any) in relation to verifying the ownership;
 - (d) co-operate with the Supplier in all matters relating to the Services;
 - (e) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - (f) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;



EXPERTLY CRAFTED WINDOWS & DOORS



- (g) prepare the Customer's premises for the supply of the Services;
- (h) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (i) comply with all applicable laws, including health and safety laws;
- (j) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (k) comply with any additional obligations as set out in the Service Specification and the Goods Specification; and
- (l) ensure that any measurements that are given are accurate.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8.3 In relation to installation Services:

- (a) The Customer agrees to provide reasonable access to the Supplier to enable installation and provide Services as soon as possible after the Customer has been advised that the Goods are ready. If within six weeks of such advice an appointment for installation has not been made, 90% of the Price will be due and payable. Installation will then be made on a mutually convenient date and the balance of the Price will then become due. If the Customer has not permitted installation within 6 months of such advice then the Supplier reserves the right to cancel the Contract. The Customer will still be responsible for the proportion of the Price stated in this clause. The Supplier reserves the right to charge for storing the Customer's items until access for installation is granted.
- (b) the Price to be paid under the terms of a credit agreement arranged by the Supplier and an installation date cannot be agreed within the stipulated period, the Supplier will seek your authority to instruct the credit company to release payment to the Supplier and for monthly repayments to commence.
- (c) The Customer agrees to ensure that site is kept clear and allow access to enable work to be carried out at all reasonable times including at weekends and on bank holidays and to permit, without charge, access to an electricity and water supply on site.
- (d) In the event that further work is required to complete the installation to the Customer's satisfaction e.g. snagging, or work under Warranty, the Customer agrees to provide such reasonable access as the Supplier may require to enable this work to be carried out.



EXPERTLY CRAFTED WINDOWS & DOORS



8.4 Where this Contract is for the installation of a flat roof:

- (a) the Customer warrants that the roof joists are in good condition. If, on removing the existing roof it is apparent that they are not in good condition then the Customer agrees that he will immediately arrange for remedial work to be carried out at his own expense so as to put the joists in a condition which is suitable for the fitting of the Woodcraft Windows flat roof. The Supplier can accept no responsibility for undertaking such work nor for any delay, loss or expense that may be caused thereby; and
- (b) The Customer agrees that the Supplier accept no responsibility for 'nail pop' i.e. minor damage to the plaster ceiling immediately under new decking boards which is caused by the nails used to fix the boards to the joists. We will fit decking boards with all due care but depending upon the condition of the ceiling some minor marks may be unavoidable.
- (c) Where the Customer is in any doubt as to the condition of the property he is advised to consider obtaining his own survey report.
- (d) The Customer agrees that where as part of the contracted work, the Supplier has agreed to remove a roof containing asbestos, the Customer must clear the garage or other room beneath the roof of all items before the Supplier's installers attend site. The Supplier reserve the right to charge the Customer all reasonable additional costs incurred by the Supplier if the Customer fail to do so and installation is delayed or it is necessary to rearrange the appointment.

8.5 Unless otherwise stated on the face of this Contract, the Customer will be responsible for the removal and replacement (and alteration if required) of curtains, blinds and pelmets, the fitting and refitting of carpets, the repositioning of telephone or burglar alarm fittings and any other electrical connections or aerials or gas installations to enable the goods to be installed. The Supplier does not accept any responsibility for the accidental damage to ceramic tiling during the installation of the Goods and reserve the right to charge additional fee if such preparation has not been carried out by the Customer.

8.6 The Customer agrees and understands that:

- (a) Brickwork and plasterwork adjacent to the installation will be made good by the Supplier providing the existing fabric is in good condition but the Supplier does not accept any responsibility for any damage for ceramic tiling caused during the normal installation of our products. The Supplier will apply a mortar base coat where special finishes are required externally. It is the Customer's responsibility to deal with decoration of all internal and external surfaces (including repair to existing decoration);
- (b) Where cavity wall insulation is to be installed, it will be necessary for a series of holes to be drilled in the walls by the installers. All holes will be plugged but still may be visible and the Supplier can accept no responsibility for this; and
- (c) Where loft insulation is to be installed and the loft is boarded or part-boarded the Supplier will, with the Customer's agreement, lay insulation (or additional insulation) over the boards but can accept no responsibility for the fact that the location of the boards will be obscured. Where applicable, a boarded walkway to the solar pump station must be left clear of additional insulation. The Supplier will not lift or re-lay boards.



EXPERTLY CRAFTED WINDOWS & DOORS



- 8.7 The Customer understands that it may be necessary to obtain certain consents, specific to their property, before work can be undertaken (e.g. planning permission, building regulation consent, listed building consent, covenant consent, management company consent, water board consents (Party Wall Act consent). The Supplier may assist the Customer in identifying the consents required but because these may be specific to their property, however, the Customer understands that:
- (a) it is entirely the Customer's responsibility to identify the need for any such consents and indicate in writing if any such consents apply to their property. Where the Customer has indicated that some form of consent is required (either in the Contract or at the time of technical survey), the Supplier will not be liable for submitting the application for consent on the Customer's behalf unless the Supplier agrees with you to the contrary;
 - (b) All consents and permissions required are entirely the Customer's responsibility;
 - (c) Where the Supplier has agreed to the contrary and taken responsibility in writing be responsible for arranging any consents, the Customer agrees that he will co-operate fully in supplying any information as the Supplier may require in connection with any application to be made by the Supplier. Work carried out by the Supplier on the Customer's behalf to obtain planning permission or other consents is a chargeable service. If this necessitates a change in the contract price the Customer will be informed at the time of price check and the provisions of clauses 9.3-9.6 will apply. Note: In some circumstances, primarily where the ownership of neighbouring land may be in doubt, local authorities are required to advertise planning applications and the Customer is responsible for all application fees and advertising fees.
 - (d) Where the Customer has agreed to apply for any required consent, he must do so promptly and in good faith. No later than 28 days from the date of technical survey, the Customer must provide evidence to the Supplier that all such applications have been made and, thereafter, keep the Supplier fully and regularly informed as to the progress of the applications.
 - (e) If planning permissions or any other consents identified at the time of Final Survey is refused the contract will be cancelled unless it is agreed by both the parties that an appeal will be submitted. If the appeal is unsuccessful, the Contract will be cancelled.
 - (f) If planning permission or any other consent is obtained subject to a condition which necessitates the specification being changed, the Supplier will notify the Customer as soon as it is reasonably practicable whether, as a result, the contract price will be varied. The Customer must reply in writing within 2 weeks stating either that he accepts the specification change and any price variation or that he wishes to cancel the contract. If the Customer fails to reply within 2 weeks then the Contract will be cancelled. Please note: if the condition requires the use of obscure glass and the Supplier is able to supply this at no additional cost to the Customer, this will not be considered to be a change in specification.
 - (g) If the Contract is cancelled under clauses 8.7 (e) or (f), the Customer's deposit will be returned less the Supplier's fees for applying for planning permissions or other consents. Full details of the current fees are available upon request; neither parties will have any further liability under this contract.
 - (h) The Customer is responsible for ensuring that the information provided by him in this Contract is accurate. In the event that the Supplier carry out any work at the Customer's property before all necessary permissions and consents have been obtained (except those that we have agreed to obtain) then the Supplier shall do so entirely at the Customer's risk and the Customer will be responsible for, and the Supplier will be able to claim from the Customer any costs or losses the Supplier reasonably incur as a result for us so doing.



9. Charges and payment

9.1 The price for Goods and Services shall be the price set out in the Quotation; and

9.2 The Price is payable in the following stages:

- (a) The deposit (Advance Payment) shown on the Quotation on the acceptance of the contract;
- (b) A second payment shown on the Quotation - when the Customer notified by the Supplier that the goods are ready for installation.
- (c) The balance payment shall be payable at the time of completing the services rendered by the customer. on completion of the installation Services or in case of supply only – before delivery.

Notwithstanding the above, where only minor works remain to be undertaken by the Supplier (for instance [Minor silicon, plaster, other making good snagging works, replacement handles etc]), the Customer cannot withhold any payment due to the Supplier.

9.3 Following the Final Survey as specified in clause 2, a technical specification will be submitted to the Supplier by the surveyor. the Supplier will check the Price having regard to the cost of obtaining relevant consents, the Supplier's current price list and any discounts and promotions which may apply.

9.4 The Supplier reserves the right to notify the Customer of a proposal to change the contract price within 4 weeks of the survey being finalized, (the survey will be finalized when the Supplier has received from the Customer the signed survey form confirming your agreement). If the Supplier notify the Customer in writing that the price is being increased, he must reply within 1 weeks stating either that he accepts the increase or that the Customer wishes to cancel the contract. If the Customer fails to notify the Supplier within 1 weeks that he accepts the increase in price, the Contract will be cancelled.

9.5 It is our policy only to undertake the supply of products and related building works where the price of such building works is no more than 40% of the total price. In the event that the price check indicates that the price of such work exceeds 40% of the total contract price, we may cancel the Contract by giving you written notice within 4 weeks of the survey being finalized.

9.6 In the event that the contract is cancelled in accordance with clause 9.5, the Customer's deposit will be returned, but cancellation will be without further liability attaching to either party.

9.7 The Supplier shall be entitled to charge any call out charges that might be applicable for call outs if an issue not related to manufacturing or installation defects needs to be inspected as per this Contract.

9.8 The Supplier reserves the right to:

- (a) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
 - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.



EXPERTLY CRAFTED WINDOWS & DOORS



- 9.9 The Supplier will accept payment of the Price by bank draft or building society cheque or personal cheque payable to Woodcraft Windows, or direct debit.
- 9.10 If with the Customer's agreement, the Goods are not all installed at the same time on delivery, the Customer will be required to make a payment for the installation of these Goods which have been installed as if they were the subject of an individual contract. In case of any outstanding snagging works, the Customer can be asked to cover payments for the works and products already installed/completed.
- 9.11 The technical survey carried out as specified in clause 2 is not a full structural survey of the Customer's property and will only deal with items which are reasonably ascertainable from an external examination of the installation site. The Price is therefore calculated on the basis that the Customer's property is structurally sound and there are no factors not reasonably ascertainable from an external examination of the installation site (including the presence of hazardous material such as asbestos and omission of lintels) which would make completion of the contract more difficult than reasonably anticipated on such survey. If such factors are found to exist at any time after technical survey, the Supplier reserves the right to charge an additional fee for carrying out the additional work required.
- 9.12 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.13 If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- 9.14 We charge you additional sums if you don't give us information, we've asked for about how we can access your property for delivery, installation or to provide services or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower, reschedule services.
- 9.15 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.15 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 9.16 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.17 We reserve the right to make credit and other similar enquiries in respect of our customers before installation takes place. If these enquiries reasonably lead us to believe that there is a significant risk of payment not being made, we reserve the right to ask you to make payment of the full contract price before manufacturing takes place and before any works are carried out. Should we ask you to make such payment then we will on request supply you with copy of the information on which we have relied. If you decline to make payment, then we may cancel the contract. Your deposit will be returned in full, but we will have no further liability.
- 9.18 Where you have signed a credit agreement with us, please refer to the credit agreement for further information on the method of payment and terms and conditions that apply.



EXPERTLY CRAFTED WINDOWS & DOORS



10. Intellectual property rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

11. Data protection

- 11.1 The following definitions apply in this clause 11:

- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
- (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
- (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

- 11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- 11.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller, and the Supplier is the Processor.

- 11.4 Without prejudice to the generality of clause 11.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.

- 11.5 Without prejudice to the generality of clause 11.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and



EXPERTLY CRAFTED WINDOWS & DOORS



- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 [and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation].

11.6 The Customer consents to the Supplier appointing a third-party processor of Personal Data under the Contract, where required, provided that the Supplier enters into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 and the Supplier confirms that it will reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.6.

12. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 12.1 Our liability to consumers. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:
- (a) Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
 - (b) Caused by a delaying event outside our control. As long as we have taken the steps set out in the section We're not responsible for delays outside our control.
 - (c) Avoidable. Something you could have avoided by taking reasonable action.
 - (d) A business loss. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in Our liability to businesses.



EXPERTLY CRAFTED WINDOWS & DOORS



12.2 Our liability to businesses. If you're a business, then, except in respect of the losses described in clause 12.3:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the amount stated in the invoice for products under such contract.

12.3 Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

12.4 No implied terms about goods. Except to the extent expressly stated in Your rights if you are a business, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

12.5 The restrictions on liability in this clause 12 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.6 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

12.7 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer, if the Customer fails to pay any amount due under the Contract on the due date for payment, but that does not affect our right to charge interest on overdue sums under sub-clause 9.15.

13.2 The Supplier can terminate the sale of goods under the contract if you commit a material breach of your obligations.

13.3 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;



EXPERTLY CRAFTED WINDOWS & DOORS



- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);
 - (e) the other party begins negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (f) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
 - (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (h) an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the other party;
 - (i) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - (j) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - (k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.3(d) to 13.3(k) inclusive.
- 13.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Clause 14.2(b) to Clause 14.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 13.5 If not specified in this Contract, we tell you when and how you can end an on-going contract with us (for example, for regular services) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team on info@woodcraftwindows.co.uk or 01865660022.





14. Consequences of termination

14.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination [or expiry], including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

15. Changing your mind

15.1 Without affecting any other right or remedy available to it and subject to this clause 15, the Customer has a legal right to change their mind about their purchase within 14 days and receive a refund of what they paid for it, where the purchase was made online and the Customer is not a Business Customer. However, the Customer is liable to bear the shipping costs for such returns.

15.2 The Customer cannot change their mind about an order where the goods and services have been provided by the Supplier or where the goods that are ordered to be made in accordance to the Customer's specifications that are tailor made as per measurements or where Goods are mixed inseparably with other Items as part of Services .

15.3 If you change your mind about a product you must let us know no later than 14 days after:

- (a) the day we deliver your product; or
- (b) the day we confirm we have accepted your order, if it is for a service.

15.4 To let us know you want to change your mind, contact our Customer Service Team at info@woodcraftwindows.co.uk or 01865660022

15.5 If your product is goods, you have to return it to us, at your own cost, within 14 days of your telling us you have changed your mind. You can send the product back to us, using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns please contact us on info@woodcraftwindows.co.uk or 01865660022.

15.6 If you bought a service we don't refund you for the time you were receiving it before you told us you'd changed your mind.



EXPERTLY CRAFTED WINDOWS & DOORS

- 15.7 If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the product-branded packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

16. Your Legal Rights

- 16.1 We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that You have several options for resolving disputes with us.

17. Force majeure

- 17.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for Six months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

18. Complaints

- 18.1 Our customer service team at info@woodcraftwindows.co.uk or 01865660022
- 18.2 We will do their best to resolve any problems you have with us or our products as per our Complaints policy. Please contact us on info@woodcraftwindows.co.uk or 01865660022.
- 18.3 If you are a consumer then, alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.
- 18.4 If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

19. General

19.1 Changes to terms and conditions

- (a) We can always change a product:
- (i) to reflect changes in relevant laws and regulatory requirements;
 - (ii) to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product; and
 - (iii) to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.



EXPERTLY CRAFTED WINDOWS & DOORS



- (b) We can also make the following types of change to the product or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team to end the contract before the change takes effect and receive a refund for any products you've paid for in advance:
- (i) We can suspend supply of a product. We do this to:
- deal with technical problems or make minor technical changes;
 - update the product to reflect changes in relevant laws and regulatory requirements; or
 - make changes to the product (see We can change products and these terms).
- (ii) We can withdraw products such as an ongoing service. We let you know at least 30 days in advance and we refund any sums you've paid in advance for products which won't be provided.
- (c) We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending or withdrawing supply, unless the problem is urgent or an emergency. If we suspend the product [for longer than 12 weeks we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 24 weeks you can contact our Customer Service Team to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

19.2 Assignment and other dealings

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

19.3 Notices

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case)[; or]
- (ii) [sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: on us by recorded delivery post to Woodcraft Windows, Sandford Gate, East Point Business Park, Oxford, Oxfordshire, OX4 6LB.

Customer: address specified in the Contract Details

- (b) Any notice shall be deemed to have been received:
- (iii) if delivered by hand, at the time the notice is left at the proper address;
- (iv) if sent by [pre-paid first-class post or other] next working day delivery service, at [9.00 am] on the [second] Business Day after posting[; or]
- (v) [if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.]
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.



EXPERTLY CRAFTED WINDOWS & DOORS



- 19.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 19.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 19.5 **Waiver.**
- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 19.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 19.7 **Entire agreement.**
- (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 19.8 **Third party rights.**
- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 19.9 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 19.10 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 19.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

