

SNT EUROPE LTD - TERMS AND CONDITION OF BUSINESS

1.0 Deliveries:

1.1 End customer is to provide unobstructed access and adequate room and facilities to receive the delivery of the goods, including safe storage.

It is the customer's responsibility to make sure there is access for all the goods to site regardless of size.

The customer is responsible to provide adequate means of distribution of the goods to all floors, be it a telehandler or other adequate means.

- **1.2** Once delivered, responsibility for damages caused by other trades, and theft of goods that have been delivered to site lies with the end customer.
- **1.3** In case SNT Europe is not put in the conditions of being able to install all the items upon the first site visit, the end customer / builder must provide safe storage on site for the goods that we are unable to install due to the site not being ready for installation.
- **1.4** All offers are based on the conditions of delivering and installing all the goods at the same time, staggered deliveries and (installation) due to conditions/factors not being down to SNT Europe (site not ready for installation or survey for example) are subject to additional costs.
- **1.5** Storage abroad cannot be guaranteed, it needs to be arranged. Storage at our UK distribution centre due to delays caused by others (site not ready for installation) is charged at £40 each stillage, each week.

Please note SNT offers as a default, outdoor storage for such additional fee. Upon the customer's request this can be upgraded to indoor storage for the cost of £75 each stillage - each week.

1.6 The delivery dates SNT Europe advises are subject to "force majeure", SNT Europe takes no responsibilities for delays caused

by unpredictable events such as strikes, border controls, extreme weather, rioting, flooding, pandemic, wars etc.

- **1.7** All deliveries are cost optimised by merging orders with other orders. Shall the customer delay the project and require delivery on a certain date, there might be additional costs for delivery of the goods if these cannot be shipped in a cost-effective manner.
- **1.8** In case of supply only contract, the customer must inspect all goods for damage and report within 48 hours of the delivery time. Any claims for missing and/ or damaged parts after 48 hours from delivery, will not be accepted.
- **1.9** Lead times are affected by late interim payments; a late payment will delay the lead time accordingly.
- **1.10** SNT utilises steel stillages to transport glass and goods, if these are not returned within 6 weeks of the delivery date to site, due to the site not being ready or other reasons not entirely down to SNT, SNT will invoice for the face of the stillages £500 GBP each. The client will be required to pay upfront and this money will be refunded when the stillage is returned back to SNT. Any missing or stolen stillages will be charged at the cost of £500 GBP.
- **1.11** Should the customer be offloading the goods themselves, without SNT's attendance (for example supply only orders, or delivery when site is not ready for installation), the customer must inspect all goods for damage and report within 48 hours of the delivery time. Any claims for missing and/ or damaged parts after 48 hours from delivery, will not be accepted.

2.0 Setting out and survey:

- **2.1** Customer is to issue on each level, an official master datum, in a prominent position, with clear line of sight. Master datum must be marked in permanent marker pen, must be dated and identified as by main contractor, it cannot be boarded up, hidden away, cancelled, or repositioned during the duration of SNT Europe's works on site.
- **2.2** SNT Europe does not accept any setting out verbal instructions, such as information of floor build up from existing structure etc.

3.0 Installation on a new built project:

3.1 Installation of screed, floor sub construction and any other works done prior installation of the frames, shall not come closer then 350mm from the back of our frames, and floor to ceiling elements as access to installation of airtight membranes etc is required.

- **3.2** SNT Europe carries out the installation according to manufacturer guidelines.
- **3.3** Any waterproofing (by others) of slab and up stands encroaching our frames, must be done prior installation of our frames to enable lapping down of our foil and correct bonding /lapping down sequence.
- **3.4** When doing screed works and plastering works, customer must open all windows and sliding doors for duration of the works, and the following 3 days. This is because humidity rises a lot and if not adequately ventilated, it will cause permanent damage to the frames. Damages caused by high level of humid are not SNT Europe's responsibility.
- **3.6** With optically frameless products, the customer shall do the dry lining detail as by our typical section drawings. SNT Europe takes no liability if this does not happen as SNT Europe is not in control of the dry lining works.
- **3.7** On new built projects, the building will "settle" over the first 1 year, in particular if made of timber. Windows and doors might need re-adjusted. This is normal and is does not constitute a reason for complaint. SNT will carry out the re-adjustment once free of charge at the end of the 1 year period.

4.0 Installation on a refurbishment project:

- **4.1** SNT Europe does not provide making good of internal plaster, paintwork, finishes, and making good of external render, as a specialist windows and doors subcontractor we do not carry out such works. Costs for making good damages caused by the removal of existing windows, are to be borne by the end customer, as these are an inevitable consequence of window replacement works.
- **4.2** SNT Europe does not accept costs for making good damages to plaster, render and any finishes of any kinds, which are caused by the removal of existing old windows.

5.0 Wastage:

5.1 Unless agreed in writing, client to provide free of charge a skip for disposal of the wastage. If this does not occur, SNT Europe reserve the right to charge for waste removal as an extra.

6.0 Access to the work place:

- **6.1** Customer is to provide clear, unobstructed access to the workplace (scaffolding or other means), unless stated in the offer. This to cover also access to the building site during delivery and offloading.
- **6.2** Client is to provide unobstructed, direct continuous access (without any difference in floor height greater than 100mm in height) to all scope work faces/ locations from the agreed suitable storage/ offloading areas.
- **6.3** If the work is on multi-level floors, client is to provide means of distribution to the different levels free of charge to SNT Europe Ltd.

7.0 Protection strategy:

- **7.1** Protection of the windows/products is not included within the offer. This can be quoted for as an extra and the offer will be priced based on the type of protection/ strategy to be used.
- **7.2** Self-adhesive window protection and tapes, needs to be replaced and reapplied at cycles, as by warranty from the manufacturer of the protection material. Customer to ensure compatibility of the protection tapes is ensured, to prevent staining of the wood surfaces. Customer to ask SNT Europe the adequate protection strategy for every scenario.
- **7.3** SNT Europe accept no responsibilities, for glue residues associated with protection being left on too long and not replaced by end customer, or wrong protection which has been fitted by others.
- **7.4** responsibility for the maintenance of the protection, lies with the end customer.
- **7.5** making good on site is carried out using best available tools and strategies on the market, and according to the manufacturer recommendations. On timber finishes it is not always possible to achieve a perfect colour match.
- **7.6** In renovation projects SNT Europe Ltd will take the utmost care in protecting internal floor finishes and furniture, and not to cause any damage to furniture and/or goods that belong to the customer. However, SNT takes no responsibility for any damage that may occur from us performing our work. It is ultimately the customer 's responsibility to move away furniture and items/ belonging to prevent damage.

8.0 Scope of works:

- **8.1** Any items, not shown clearly as "allowed for" in our order and drawings are to be considered excluded by our scope of works.
- **8.2** CDM regulations 2015 SNT as a specialist subcontractor, does NOT under any circumstances perform the works under the "CDM regulations 2015" as a main contractor. SNT Europe Ltd is under the contract terms a subcontractor and not a main contractor.
- **8.3** Visual inspection upon handover is to be done from no closer than 2m distance at any one time, in normal light conditions, the use of spotlights/ torches is not allowed. visual inspection upon handover is to be done from no closer than 2m distance at any one time, in normal light conditions, the use of spotlights/ torches is not allowed
- **8.4** Wiring of electrical items: SNT does not provide wiring of any electrical items provided, the wiring is to be provided by the client **8.5** Wood is a natural material, samples and finishes are indicative of the style proposed and variations in colours and finishes are a natural normal occurrence with wood and are not accepted as reasonable grounds for complaints.
- **8.6** Client is to bolt down any cables of the blinds to the finished hard landscaping, SNT Europe Ltd will hand over the bracket of any tensioning cables, and the client is to bolt down the cables to SNT's recommendations. To bolt down the blinds to the landscaping is not within SNT's scope of work.

9.0 Requirements for the Installation of windows

- **9.1** All internal reveals, shall not be flaky, shall be clean of dirt, dust excess, grease, and flat smooth as this is required for the installation of the airtight membrane.
- **9.2** If applicable, all cavity closures must be fitted and sealed, prior us starting on site.
- **9.3** Windowsills are measured on site after the window has been installed. This is for correct dimensioning. The later order of those shall not be deemed as a delay in delivering the works, this is for technical reasons.
- **9.4** In case of windowsills being within the scope of the contract, should they be ordered later in the process, this will not be deemed a reason for delaying the payment of the retention money. The retention money shall be paid in full, minus the value of the windowsills, if the rest of the window order has been fulfilled.

- **9.5** In case of windowsills being within the scope of the contract, the lead time for procurement of windowsills will be confirmed 48 working hours, after site survey. This site survey is normally done after all the windows have been fitted.
- **9.6** Windows reveals must be ready for installation upon arrival, cavity closures fitted. In the case of renovation projects, the reveals must have a smooth finish.
- **9.7** Any return visits and dayworks are charged at £45 per man/hour.

10.0 Requirements for the Installation of sliding doors

- **10.1** Steel lintel / structure above the sliding doors must not, under any circumstances, deflect more than 3mm after the sliding door has been installed. Deflection greater than 3mm after the sliding door has been installed invalidates the warranty to the customer.
- **10.2** Responsibility to assess the deflection off the structure lies with the end customer.

11.0 Order placement:

- **11.1** Any changes by the customer, after order placement, invalidate the signed order and a new order will be required.
- **11.2** The "Lead time" starts from when all the following conditions are met: payment received into the account, order form signed and dated, drawings signed dated with print name.
- 11.3 The manufacturing time varies during the year with the amount of orders intake, so it can increase as well as decrease. Any lead time provided at initial discussions is on the basis of ordering at the moment in time, if the order placement is later on the lead time will be confirmed once order has been placed.
- **11.4** In case of discrepancies in the scope of work, between the offer and the drawing, the drawings supersede the offer.
- 11.5 It is not possible to delay orders once they go into production.

12.0 Payments:

- **12.1** Until the whole amount of the order is paid in full, SNT Europe retains ownership rights on the goods.
- **12.2** In case of insolvent customer, SNT Europe reserve the right of repossession, and will charge all the incurred costs to repossess the goods.

12.3 Late Payments: SNT reserve the right to add interest on any outstanding late payments at the rate of 5% per annum pro rata.

13.0 Applicable to Projects "supply only":

13.1 SNT Europe accept no claim of damages and/ or missing items/ parts after 48 hours after the delivery to site. It is the customer's responsibility to check all the items have been delivered to site against the delivery documents.

14.0 Offers:

- 14.1 Offers are valid one week.
- **14.2** The offers are based on access to the building site/ workplace between 07:30am and 5pm, and optional for us Saturday morning. If the site working hours are less than stated herewith, we reserve the right to revise our installation prices accordingly.

15.0 Deposit:

15.1 Any deposits after the 1 week from signed order "cooling off time", are not refundable.

16.0 Design Stage:

- **16.1** Customer is to comment clearly onto the submitted drawings, using red pen and writing in capital letters.
- **16.2** SNT does not accept any emails as comments onto the drawings as these can be misleading, all comments must be written onto the actual drawings using red pen and writing in capital letters.
- **16.3** All drawings are to be approved using the approval Table status A, B C and final approval must be signed, dated with print name.
- **16.4** SNT reserves 1 week time, as a minimum, for any design revisions/ requests.

17.0 Aftercare service

- **17.1** SNT does not offer Locksmiths service in case of issues in aftercare.
- **17.2** In case of lost cylinders we suggest contacting a Eurocylinder manufacture, (for example Franchi in North London) for cylinders to be made anew and replaced.

- **17.3** The customer must follow the manufacturer's Operations and Maintenance manual (O&M) carefully and take proper care of the product.
- **17.4** Lack of essential maintenance, like failure to clean the parts, and grease the hinges/ parts, or clean the windows at least every 6 months, or, in case of a marine environment (in which case this maintenance is required at least once a month), will result in the warranty becoming void.
- 17.5 The outside of the product must be cleaned every 6 months intervals (maximum) with mild detergent and hot water, or the warranty will be void. Customer is to send evidence that this essential maintenance has been carried out, attaching pictures which show a clear time and date stamp, via email to: admin@snt-europe.com

TECHNICAL NOTES

Notes on glass thermal stress breakage:

Due to certain situations during usage, especially of large glass panes, an irregular heat build-up can occur with temperature differences of up to 40°C. Thermal stress rupture in normal glass can be the result of such differences, which, however, must not be attributed to any product defect.

By ordering safety glass (ESG/TVG) you can mostly prevent thermal stress rupture and enhance the stability and safety of use of your glass surfaces with comparatively little effort.

Always keep a gap of at least 20cm between objects (such as padded furniture, plants, flower boxes, curtains etc.) and the glazing (inside as well as outside).

There should always be a gap of at least 30cm between heat sources and insulated glass. In case of safety glass (ESG) the risk can be minimised by means of a "Heat-Soak-Test" when the glass is manufactured. In this way the statically risk of glass breakage is reduced to a breakage of 400 tons basic glass, but even then, cannot be completely ruled out, whereby here again a liability on the part of SNT is excluded. (surcharge on request).

Notes on ripple in ESG (Tempered Glass) and TVG (Semi-Tempered Glass)

Since the glass is placed on rollers during the ESG and TVG production, slight surface changes may occur. This ripple is physically unavoidable and does not constitute a ground for complaint. During the tempering process, stress fields are generated in the glass which under certain circumstances are visible as superimposed light waves called "anisotropies".

When ordering large number of the same glasses some façade glass manufacturers can reduce anisotropies by adjusting the production parameters during processing of production batch. However, this is currently not feasible because of the small number of the same glasses, standard market delivery times and cost efficiency in the window industry. Any occurrence of anisotropies in ESG and TVG therefore does not constitute a ground for complaint (see EN 1279-1 and EN- 12150-1).

Notes on All-Glass Joints and All-Glass Corners:

Exposed spacers of insulating glass are usually covered on the weather side with an aluminium profile or an enamel layer. On the room side, the visible spacers have optical features such as air pockets, layer residues, splitting, colour differences between spacers and insulating glass sealants and deviations of the parallelism. These optical features are state of the art and do not constitute a ground for complaint. As a remedy, we can also enamel the glass edges on the room side with a special procedure for several glass types upon request. Surcharge for "TEA enamel outside and inside" upon request. In planning, attention must be paid to an increased heating effect with All- Glass Joints and All-Glass Corners, as well as in general against large glass surfaces in order to reduce the risk of condensation.

Note concerning bending of the building structure:

Please note, that the deflection of lintels, supports and ceilings, which arises after the installation of the window in the area of our components may be a max. 3 mm. Otherwise, functioning will be impaired or damaged. Should this value be exceeded, the ordered will be responsible for the ensuing impairments and damages (e.g., breakage of glass, etc.). For spans> 3m, the natural measure can be carried out only after a period of 14 days after removal of the shuttering posts, concrete ceilings must be clad and sheltered for at least 28 days.

Note on permeability of buildings:

The modern, energy-saving construction style and improved (sealing) materials lead to lower air exchange rates inside buildings. With usual ventilation habits, often only insufficient amounts of fresh air stream in, which can lead to mildew and moisture damages. We, therefore, suggest careful planning and arranging of heating and ventilation concepts for every new-build or renovation of an old building. In this way it is possible to prevent or reduce condensation on windows and doors. The ventilation

and heating concept must be set up by a professional who must take into consideration not only the thermal insulation values of the construction elements but also the air exchange rates of the entire building and the intended usage of it. The expert should in any case be informed about the thermal insulation values and the building-physical features of your products. We, therefore, suggest to hand on the order documents. The room humidity must permanently be kept under 55% relative air humidity, otherwise damage to the window elements due to increased air humidity cannot be ruled out.

Note on the risk of falling with windows and insect screens:

When the window is open, there is a risk of falling. Pay attention to children! Insect screens are not suitable as fall protection. However, children often do not realise this! Do not leave children unattended when the window is open! We recommend lockable window handles, which can also be attached later. Glass surfaces beneath parapet height shall always be executed with safety glass due to danger of injury. If not included in the offer, we are happy to inform you about the relevant additional price. We would like to draw your attention to the fact that an order without safety glass presents a risk for life and that SNT is not liable for any potential consequences resulting from this.

Note on Timber Frame products:

For timber framed products it is normal to do a further adjustment / fine tuning / calibration up to 12 months from the building completion date. This is because timber is a live material and adapts to the site conditions, this is even more relevant on new built products where the structure "Settles".