

# TERMS & CONDITIONS

This document (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed on our website [www.energlaze.ie](http://www.energlaze.ie) (our site) to you. Please read these terms and conditions carefully before ordering any Products. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

## 1. Information about us

EnerGlaze is registered in Ireland under company number 517423 and with our registered office at External Unit 2-3, Wexford Enterprise Centre, Strandfield Business Park, Rosslare Road, Wexford Y35RC9W.

## 2. Your status

By placing an order with us, you warrant that:

- (a) you are legally capable of entering into binding contracts;
- (b) you are at least 18 years old; and
- (c) you are resident in Ireland.

## 3. How the contract is formed between you and us

The contract between us (Contract) is formed at the point of sale when you give a deposit for your order. Our acceptance of all orders is subject to a survey.

## 4. Our status

We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third-party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third-party seller.

## 5. Consumer rights

If you are contracting as a consumer, you may cancel a contract at any time within 14 working days (the 'cooling off period'), beginning on the day after the point of sale and no later than 3 working days after the day of survey. You will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 8 below). As many of our products are bespoke it will not be possible to cancel the order or any part thereof beyond 3 days of survey.

## 6. Availability and delivery

6.1 We will send you an Order Update email that confirms that the Product has been ordered and is in production (the Order Confirmation). Your order will be fulfilled within the timeframe set out in the Order Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Order Confirmation, unless there are exceptional circumstances.

6.2 Risk and title: The Products will be at your risk from the time of delivery. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## 7. Price and payment

7.1 The price (the Price) for the Products will be as stipulated at the time when you place your order. We have endeavoured to ensure that correct prices are supplied but in the unlikely event of a price being incorrect we will inform you of this before the order is finalised. The Price includes VAT.

7.2 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation. You are responsible for reading and understanding these prices, product description and privacy policies.

7.3 Payment for all Products may be by credit or debit card, cheque or cash. We accept payment with Mastercard and Visa. Payment in full is due on the day of completion.

7.4 Security Statement - [www.energlaze.ie](http://www.energlaze.ie) uses Worldnet and WorldPay to provide secure, robust and reliable payment-processing services. Information security is the top business priority of Worldnet and WorldPay. To this end they have invested in extensive security controls and infrastructure. Worldnet and WorldPay are certified and approved by several leading financial institutions. Their systems and security controls are based on current industry standards. There are several layers of technology in place to ensure the confidentiality, authentication and integrity of information. We do not hold any personal data. Instead, personal data is stored on remote secure servers by Worldnet and WorldPay.

## 8. Our refunds policy

8.1 Because you have cancelled the Contract between us (see clause 5 above), we will process the refund due to you as soon as possible and, in any case, within 14 days after the day you have given notice of your cancellation. In this case, we will refund your deposit in full. We will acknowledge receipt of your cancellation without delay.

8.2 All refunds are issued by cheque.

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## 9. Our liability

9.1 We warrant to you that any Product purchased from us is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

9.2 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Product you purchased.

9.3 This does not include or limit in any way our liability:

- (a) for death or personal injury caused by our negligence
- (b) for fraud or fraudulent misrepresentation
- (c) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

9.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data

provided that this clause 9.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 9.1 or clause 9.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (e) inclusive of this clause 9.4.

## 10. Condensation

Condensation is usually a ventilation problem and cannot be caused purely by the installation of heat-retaining double or triple glazing and/or other insulation measures undertaken, and therefore EnerGlaze does not accept liability for it.

External condensation is a natural phenomenon due to weather conditions and does not indicate a fault with your heat-retaining double or triple glazing. As such, EnerGlaze is not liable.

Please refer to our Condensation Fact Sheet for further information.

## 11. Call-out charges

Call-out charges may apply if the call-out is not associated with EnerGlaze or is not directly due to a product or system failure. While all reasonable efforts will be made to rectify defects, the company is not liable for Wi-Fi issues such as signal strength, change of internet supplier or if the system is outside the labour and/or product warranty period.

## 12. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site or emailing us, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 13. Notices

All notices given by you to us must be emailed to EnerGlaze or posted to our office at External Unit 2-3, Wexford Enterprise Centre, Strandfield Business Park, Rosslare Road, Wexford. We may give notice to you at either the email or postal address you provide to us when placing an order or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

## 14. Transfer of rights and obligations

14.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## 15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lockouts or other industrial action.



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(b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

(c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

(d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(e) Impossibility of the use of public or private telecommunications networks.

(f) The acts, decrees, legislation, regulations or restrictions of any government.

15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 16. Waiver

16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

## 17. Severability

If any of these Terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 18. Entire Agreement

18.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18.2 We each acknowledge that, in entering into a Contract,

neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

18.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## 19. Our right to vary these terms and conditions

19.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

19.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within three working days of receipt by you of the Order Confirmation).

## 20. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the Laws of Ireland. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Ireland.

