

Terms & conditions

In these terms:

Goods means the glass, window films, custom cut films, products manufactured or supplied by CADglass and the subject of the order made by You. You and Your means the person ordering Goods from John Guerin T/A CADglass.

1. **OUR CONTRACT**

A legally binding contract with You will only arise once John Guerin T/A CADglass has received payment for the Goods in full from You or a monthly credit amount has been agreed by Us upon the acceptance by you of our terms and conditions.

2. **PRICE**

2.1 The price for any Goods ordered by You will be the price shown at the time You place Your order and will include all taxes applicable from time to time.

2.2 Basic delivery charges within Ireland or delivery to locations outside of the Irish mainland will be made only with Our express prior agreement and additional delivery charges may be payable in that event. If You require delivery outside of the Irish mainland You are advised to contact Us in advance of placing Your order. If there is any change in the delivery charge payable We will notify You before Your order is accepted by Us.

2.3 We will bank cheques when We receive Your order or as soon as reasonably practicable thereafter. Any cheques which do not clear will result in Your order being suspended, pending monies clearing. Should this situation arise, We will advise You in writing. In these circumstances, delivery dates will be compromised and out of Our control and good will.

3. **RIGHT FOR YOU TO CANCEL YOUR CONTRACT**

You cannot change or cancel Your order if the Goods You have ordered are manufactured, measured or custom-made to Your requirements or specifications as these Goods will not be re-saleable by Us. We regret that once Your order has been accepted by Us in relation to such Goods and entered on Our manufacturing process, We are unable to accept any changes to these Goods or cancellation of Your order without levying a handling charge (see below). If prior to delivery You do wish to change Your order or cancel it after We have accepted it, please contact us as soon as possible we will try to assist you. Our acceptance of cancellation of Your order will be subject to retention by Us of a handling charge equal to 30% of the price paid for these custom-made Goods. The balance of the price paid will be reimbursed to You within 30 days of notification of cancellation.

4. **CANCELLATION BY US**

We reserve the right to cancel Your order if We have insufficient stock to deliver the Goods You have ordered, if the design You have chosen is not available in the dimensions You have provided, if You require delivery outside Ireland, or if one or more of the Goods You ordered was listed at an incorrect price due to a typographical error or an error in the pricing information made by Us and/or received by Us from Our suppliers.

4.1 If We do cancel Your order We will notify You and will refund your payment as soon as

possible but in any event within 30 days of Your order. We will not be obliged to offer any additional compensation for disappointment suffered.

5. **STOCK SHORTAGES**

If the Goods You order are unavailable We will notify You as soon as possible and suggest a suitable replacement.

6. **PRODUCT DESCRIPTIONS AND MEASUREMENT**

6.1 The product information and photographs contained within Our website are provided for illustrative purposes only and We cannot warrant that they are accurate. If You are in any doubt as to the precise nature of the product You wish to order, You are advised to download or order samples. Details of how to do this can be found on Our website.

6.2 As the Goods You order are manufactured according to the design and measurements You provide in Your order, it is very important that Your order is accurate in this respect. We cannot accept the return of Goods by reason of the design or measurements You provided being incorrect. We recommend that You contact Us by telephone or by E-mail if You would like guidance on how to take the required measurements accurately.

6.3 Whilst every attempt will be made by John Guerin T/A CADglass to ensure that the Goods sold and delivered match in every respect any sample or description shown or given or sent to You, any minor or immaterial variation or change in colour or pattern between the sample or description and the Goods delivered shall not entitle You to reject the Goods nor to claim any compensation for such variation or change.

7. **DELIVERING YOUR GOODS**

7.1 We always endeavour to dispatch the Goods as quickly as physically possible.

We use Anpost mail and other dispatch companies to that purpose. As a guide, we usually dispatch plain film by the metre within 48h, custom cut film within a week to 10 days from Your order, wholesale delivery is done at Your preference including a next day option for orders received before 3pm. It is Your responsibility to be available to receive post and deliveries. If delivery attempts fail the goods may be returned to Us & extra delivery costs may then be incurred by You. "Leave Next Door" etc instructions if accepted will mean the goods travel at Your risk. Changing delivery addresses is extremely unreliable once the Goods have left Us. We will notify You by email to let You know that Your Goods have been dispatched. We rely on You to tell us if Your Goods have not arrived. We therefore do not entertain claims for non delivery if You have not notified Us within 14 days of dispatch that the Goods have not arrived.

7.2 Ownership of, and risk in, the Goods will pass to You once they have been delivered to You. If You return the Goods under clauses 3 or 9, ownership of, and risk, in the Goods returned will pass to Us on receipt of the Goods by Us.

7.3 If you are not satisfied with the Goods, you can return them in their original condition and packaging within 21 days (this doesn't apply to any custom or bespoke cut orders). We will issue a refund less any postage and packing costs incurred. Please return the Goods recorded delivery as we cannot be made liable for returned Goods lost in transit.

7.4 **VAT outside EU** Please note: Regarding orders outside the EU, for VAT refunds to be affected you will need to provide proof of shipping for goods (ie airway bill) of a minimum purchase value of €500. An admin charge of 25% of the refund due is applicable.

8. **INSTALLATION OF YOUR FILM**

Our fitting instructions will be included with Your delivery. We recommend that You read these

fully before starting to fit Your Goods. If You have any questions about fitting please contact Us. John Guerin T/A CADglass will not be held responsible for any problems encountered in installing Your Goods, unless installed by Us or Our contractor(s). These include, but are not limited to, the presence of bubbles, scratches, zig-zag patterns, cracked or broken windows, personal injury. Please follow the instructions carefully to avoid most common installation problems. The sets of instructions that We provide have been compiled through trial and error and experience and include design tips and ideas. They should only serve as a guide and cannot be blamed for bad installation or problems arising from installation.

9. DEFECTIVE GOODS

9.1 If Your Goods are defective on delivery, You are entitled to return them to Us provided You have first contacted Us by telephone, E-mail, or in writing within 10 working days of the delivery of the Goods in question. Upon agreement by Us, the Goods should be returned to Us in the packaging they were received in and securely sealed. If in doubt, please contact Us by telephone or by E-mail for guidance on how to pack Your Goods for return. We cannot offer any refund for products bought from a retailer. When purchasing Our products from a retailer, make sure that the package is not damaged as it could have repercussions on it's content.

9.2 If on receipt by Bompton Ltd it appears that the Goods are defective, We will promptly arrange to deliver replacement Goods free of charge or, if You request, a full refund of the price of the defective Goods.

9.3 The rights You have under clauses 9.1 and 9.2 above do not limit Your statutory rights as a consumer.

10. REPRESENTATIONS

No statement, description, or recommendation contained in any catalogue, price list, advertisement, communication, the pages of Our website or by any employee or agent of Bompton Ltd shall be interpreted so as to enlarge, vary or override in any way any of these terms and conditions.

11. EVENTS BEYOND OUR CONTROL

We shall have no liability to You for any failure to deliver Goods You have ordered or for any delay in doing so or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond Our reasonable control including without limitation, third party default, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

12. INVALIDITY

If any part of these terms and conditions is unenforceable (including any provision in which We exclude Our liability to You) the enforceability of any other part of these conditions will not be affected.

13. PRIVACY

We are fully committed to protecting Your privacy and will not disclose Your information to third parties.

14. THIRD PARTY RIGHTS

Except for Our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right to enforce any term of this agreement but this does not affect any

right or remedy of a third party that exists or is available..

15. GOVERNING LAW

This contract is subject to Ireland law and the exclusive jurisdiction of the Irish courts.