

**About us & how to contact us:****Who we are:**

Pure Vista Ltd, Pendewey, Stoney Lane, Bodmin, Cornwall, PL31 2QX, United Kingdom.  
Company Number **6370927**. Registered VAT number **GB 924774988**.

**How to contact us:**

Telephone: +44 (0)1208 261040  
Email: [sales@pure-vista.com](mailto:sales@pure-vista.com)  
Post: Pure Vista Ltd  
Pendewey  
Stoney Lane  
Bodmin  
Cornwall  
PL31 2QX

**How we will contact you:**

We may contact you by; telephone, email or post.

**Orders:****How to order:**

Online:- Items are simply added to the cart as selected by the buyer. The full list of items selected is shown in the cart, be sure to check you require everything. If unsure about any technical details such as required glass thicknesses to be sure to be covered in the building regulations please do not hesitate to contact us.  
Phone/Email:- Orders taken over the phone or email are firstly quoted for (over the phone or emailed) and once agreed payment is required for non-account holders, account holders will be on pre-agreed terms. Once the order is taken an order confirmation will be emailed to the email address given, this will give the list of items, costs, delivery address and estimated dispatch date. Please make us aware of any variations as soon as possible to avoid the possibility of additional costs and delay.

**Order number:**

Your quotation and order will be supplied with an order number. Please reference this number when reviewing a past quotation or making amendments to a current order. This is located on the top right side of the document.

**Unable to process your order:**

For any reason we are unable to process your order we will contact you immediately and give revised delivery dates, different products or to cancel.

**Contractual terms:**

The company will accept, as fact, specifications as received. We base our product choices to the specifications received if this changes we must be aware as parts may change to meet these new requirements.

**Order Variations:**

You must make us aware of any order variations as soon as possible to prevent expense which will be passed on.

A variation order must be sent to us signed confirming any changes (emails are accepted as confirmation) and a receipt of an order acknowledgement will be returned which will need to be checked.

Should any item in questions be altered which has had bespoke machining carried out to it such as cut to specific sizes these costs will be charged for.

**Definitions:**

'Company' – Refers to Pure Vista Ltd

'Buyer' – Refers to the person, company or firm who places the order with the company.

'Writing or written' – this can be as either a written letter or email.

'Product' – Items sold by the Company

'Price' – The price given at the agreement of order as stated on a quotation

'Contract' – Any contract for the sale and purchase of Products

**Statutory Rights:**

These terms do not affect your statutory rights

**Prices and Payment:****Quotes:**

Quotes are priced with the agreed payment terms. This is payment on order with non-account holders or with an account by the agreed date set out in the agreed terms. Generally accounts are set on a 30-day EOM (End of Month) terms unless otherwise agreed. An account application form must be completed and a response will be given with credit limit.

Quotations are valid for 30-days from issue.

The company reserves the right to adjust the given price to reflect factors outside the company's control such as, but not limited to; foreign exchange fluctuation, increase in 3<sup>rd</sup> party supplier costs, increase in labour.

**VAT:**

Prices given are excluding VAT unless told otherwise

VAT (Value Added Tax) is payable by the buyer where applicable at the rate which falls within the invoice date.

**Invoicing:**

Each consignment of goods dispatched will be invoiced separately and the payment terms to match that of the invoice date.

**Currency:**

Payment will be made in the quotation currency. This will generally be in £GBP unless otherwise agreed. When another currency is used this is a spot rate and can only be held for 10 working days due to market fluctuations.

**Payment:**

We accept payment via; Debit Card, Credit Card, PayPal, Bank Transfer.

When paying by bank transfer please quote the order number.

**Remittance:**

Payments received without a remittance will be allocated to the oldest invoices on account first.

**Cancellations:**

Orders may be cancelled, giving as much notice as possible to the company.

Costs may be incurred on orders that have been processed, these will be passed on to the buyer, these include but not limited to; restocking costs, shipping/freight costs.

Special order items cannot be refunded this includes but not limited to; bespoke cut profile sizes, bespoke coloured materials

**Delivery:****Delivery Date:**

The delivery date stated on the order is the best estimate known at that time. The company will not accept claims or deductions in respect of late delivery of goods.

The company may, at its discretion, deliver an order in instalments in any sequence. When an order is dispatched in instalments each instalment will be treated as a separate contract.

Any date given by the company as a dispatch date is to be seen as an approximate and shall not form as part of the contract. The company will endeavour to meet the given delivery dates.

**Failed Delivery:**

As soon as we are aware the delivery is not going to make it on the specified date we will notify the buyer.

If the buyer is unable to accept delivery, due to not being on site on the agreed date the goods will be returned to the transport hub and delivery rescheduled for the next day. Any additional costs for storage and redelivery will be passed on to the buyer.

**Damaged or missing items:**

Please check your delivery of goods as soon as it arrives. If any items are damaged or missing we must be notified within 3 days of receipt of the goods.

The company guarantees to replace any units found to be defective on delivery.

We will ask for damaged goods to be packaged in a suitable manner for return, this allows us to inspect where the damage occurred and to prevent it from occurring with future orders.

**Unloading:**

The Buyer will provide the equipment or labour for handling the goods at the delivery address.  
It is the responsibility of the buyer to ensure suitable access is available for the haulier for delivery

**Returns:**

Returns will only be accepted in their original packaging and within one month from the date of invoice. Goods returned must be in a good saleable condition or a refund will not be accepted or reduced value will be offered. A handling charge of up to 20% of the goods value may be charged for returned product.

Pure Vista does not cover the cost of returning goods or will charge for the collection if required.

We will not accept used products

**Late Payment:**

If the buyer fails to make payment meeting the agreed terms, the company reserves the right, without prejudice, to suspend the buyer account and any further deliveries until payment is made.

The company is entitled to charge interest on the outstanding balance of the overdue account from the time of default to the time of payment, calculated on a daily basis at a rate of 4% per month. This is initiated if balances are overdue by one calendar month.

**Ownership:**

Ownership of the products remain property of the company until full payment is received.

The company shall be entitled to use or sell any of the products and so terminate the contract of any products which have not be paid for.

**Goods:****Product Suitability:**

Without prejudice to the foregoing, no statement or undertaking contained in any British standard, Euro norm, ISO recommendation or other standard or technical specification as to the suitability of the goods for any purpose shall give rise to any legal liability. The buyer shall satisfy itself that the goods are suitable for any product or application for which they are to be used, before the goods are incorporated into such product or application.

The varying options such as glass thickness must be considered when buying goods to ensure they meet the local building regulations

**Untreated material:**

Goods bought by the buyer in an unfinished (Raw), unprotected state are not warranted by Pure Vista, they must be finished to an equal level of protection as offered by Pure Vista. Any defect to the goods is to be covered by the buyer. We strongly recommend a minimum anodise thickness of 20 microns or a powder coat thickness of 60 microns.

**Use:**

Products must be used for their designed and tested purpose

**Guarantee:**

The company guarantees its products up to 10 years. This varies on its use and location, please view the individual product guarantee document for further information.

Raw/Untreated materials are guaranteed for 12 months on structural integrity only.

Products not manufactured by the Company, such as bolts, handrail, etc. are warranted for 24 months from defects and workmanship.

Products must be installed in the correct environment to their specification, for example; 304 stainless steel must only be used internally.

Powder coated profiles supplied by Pure Vista Ltd are guaranteed for 5 years against peeling and blistering where the profiles have not been modified in any way, including cutting. To ensure longevity of cut profiles it is best practise to apply suitable paint/sealant to the raw edges.

Due to harsh chemicals in an internal swimming pool environment, products do not carry a warranty and we advise not to fit our products in these locations.

Any guarantee is invalidated if:

The goods are not used for their designed purpose

Installation specification could affect the products integrity

The defect in the Products arises from any specification/action undertaken by the Customer

The defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (including those set out in any product data sheet), misuse, alteration or repair of the Products without the Company's approval.

Any defect must be reported to the Company in writing within 7-days after receiving the goods. Any goods not reported in that time period will be treated as accepted by the Customer. The Customer cannot withhold payment whilst the claim is being investigated.

Where a valid claim under the guarantee is notified to the Company, the Company may replace the Products (or the parts in question) free of charge or, at the Company's sole discretion refund to the Customer the Price (or a proportion of the Price) in which case the Company shall have no further liability to the Customer.

Pure Vista will have no liability in the associated work or costs due to the buyer to replace any defected product.

Products

Any Products replaced under the guarantee are subject to the original guarantee period from invoice date and do not obtain a new guarantee period merely by virtue of having been supplied by the Company under its guarantee obligations.

Ownership of returned products become property of the company once replacement or refund is given to the Customer.

**Liability:**

The Company shall not be liable to the Customer for loss of profits or contracts or any indirect or consequential loss arising from negligence, breach of contract or howsoever.

**Force Majeure**

The Company reserves the right to cancel the Contract, delay or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed of carrying on of its business due to circumstances beyond the reasonable control of the Company. This includes, without limitation; acts of God, governmental actions, war or national emergency, acts of terrorism, protests, civil commotion, fire, explosion, flood, epidemic, lock-outs, labour disputes, restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials.

Should the contract be effected for a continuous period in excess of 180 days, the Buyer shall be entitled to give written notice to the Company to terminate the Contract.

**Law**

The Contract and any dispute or claim will be governed in accordance with the English & Welsh laws. The courts of England have exclusive jurisdiction to settle any dispute or claim.