

The Natural Daylight Company Ltd  
Order Process and Logistics  
Made-To-Order (MTO) Products – Terms and Conditions  
The Natural Daylight Company Ltd (NDC)

The following order processing and logistics sequence applies for all bespoke or made-to-order items; Light Shafts / Walk-On Glazing / Light Well Covers. Any order placed with NDC for one of these categories of products is supplied and installed under these terms. The following does not constitute a time bound/time limited contract.

In specific circumstances variations to the following procedures and terms may be agreed in writing in advance between both parties.

	<b>Process</b>
1.	To confirm the order please supply written/emailed confirmation quoting our NDC Quote number / date plus any purchase reference of your own you may wish us to use. The client is required to provide accurate information. If any information provided by the client is not accurate NDC shall be held harmless from any legal, financial or other liability as a result of such information.
2.	NDC will issue an Order Confirmation deposit invoice. Please note that the deposit payment becomes non-refundable 7 days after receipt.
3.	Payment of the Order Confirmation deposit signifies confirmation of the order and acceptance of the NDC Terms and Conditions and Order Process.
4.	All NDC MTO Products are fabricated based on a measured survey carried out by NDC. In the event that products are fabricated on the basis of survey dimensions provided by the client or their third party, NDC will not be held liable for any discrepancy in those measurements.
5.	Upon receipt of the Order Confirmation deposit, NDC will issue the survey requirements to the client or clients nominated party such as an architect or builder.
6.	Client / contractor to undertake and complete the preparation / enabling works based upon the NDC requirements.
7.	Upon completion of the preparation works, please advise NDC that works are complete. The following drawings provide the reference details required for each type of product; Basement Light Shafts – BLS Survey Requirement Internal Light Shafts – ILS Survey Requirements External Walk-On Glazing – EWG Survey Requirements Internal Walk-On Glazing – IWG Survey Requirements Light Well Covers (Opening and Fixed types) – LWC Survey Requirements.
8.	NDC will aim to undertake a final measured survey within seven calendar days of notification.

# The Natural Daylight Company

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| 9. | If the survey dimensions of the as-built project differ from those detailed in the NDC quotation, we reserve the right to adjust the price accordingly and re- issue the quote for approval. |
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10.	In the interest of product improvement NDC reserves the right to change specification at any time and without prior notification.
11.	Following completion of the survey NDC will issue a Fabrication Stage payment invoice.
12.	Drawings and Fabrication will commence upon receipt of the Fabrication Stage payment. Please note that the fabrication payment becomes non- refundable one week after receipt.
13.	The usual leadtime for the fabrication of NDC MTO product is eight weeks unless it includes the Christmas period in which case it is ten weeks. Prior to completion of fabrication NDC will notify the client to discuss the schedule for supply and installation.
14.	In the event that the client decides to alter or adapt the design of the unit during or after Fabrication or Installation, NDC will respond to this request in terms of its feasibility. Changes of this type will result in a change in price and a revised time frame to completion.
15.	The order will be delivered and installed in the client's selected location as close to the agreed date as feasible. Agreement to a specific installation date does not constitute agreement to a time-bound/time-limited contract.
16.	If installation is delayed by the client NDC reserve the right to charge storage costs for the fabricated unit/s. NDC will only store fabricated goods on NDC premises.
17.	NDC requires the installation to be signed-off on the day of completion by a person duly authorised to do so by the client. If a representative of the client NDC contracted with is not present on site to Sign Off on the completed installation, NDC will assume that the installation has been completed correctly.
18.	With Basement Light Shafts, it is the responsibility of the client to ensure efficient drainage in the light well(s) and the watertight seal of the basement window(s).
19.	In the case of Walk-On Glazing products responsibility for achieving a watertight and weathertight seal lies with the client /client contractors.
20.	NDC will install and fix the quoted product(s), responsibility for internal finishes and decorating lies with the client /client contractor.
21.	Due to the nature of the sealants that we use, the way our products are designed and for reasons of safe working there are adverse weather conditions under which NDC will not be able to undertake installations. NDC shall not be liable to make any refund or pay any compensation for any cancelled or curtailed installations due to adverse weather.
22.	Upon completion of the supply and installation NDC will issue the Balance Invoice.
23.	The final Balance Invoice is due upon presentation unless otherwise agreed in advance. Payment of our final invoice signifies the conclusion of our involvement with the project.
24.	All goods remain the property of NDC until paid for in full.
25.	The maximum liability is limited by the value of our contract and relates only to the product itself supplied by NDC. NDC will not accept consequential loss.

26.	Minor remedial item/s (usually referred to as snagging) will be attended to following the payment of the Balance Invoice. 5% retention of the Balance Invoice is only acceptable if any remedial item/s (snagging) has been agreed in advance.
27.	NDC will issue a warranty and glass certificate (where applicable) only after payment has been received in full. In respect of contracts that include an element of retained payment (retentions) responsibility for the goods will pass upon payment of the practical completion invoice. The product warranty is treated in the same way.
28.	NDC reserve the right to cancel any order at their discretion.
29.	NDC will respond to any service call within two working days and we will aim to visit within 10 working days.
30.	Following completion of the installation, if you identify an issue that you believe to be a product fault covered by the NDC warranty, please ensure that you notify us of this within seven days. NDC cannot be held responsible if you do not report an identified issue within a prompt and reasonable period of time.
31.	It is the explicit responsibility of the client to ensure that the product/s that is supplied and installed by NDC meets their requirements and complies with any pertinent regulatory standards that may apply in their specific case.
32.	NDC contracts are subject to the law of the country in which the office of the company issuing this contract is situated.
33.	The lead times outlined above for survey, fabrication and installation are indicative only. These lead times do not form the basis of a time-bound / time- limited contract. NDC will use its best endeavours to adhere to the indicated lead times and will keep clients informed of progress.
34.	NDC reserves the right to amend these Terms and Conditions from time to time without notice and by updating the same on its website <a href="http://www.naturaldaylight.co.uk">www.naturaldaylight.co.uk</a>
	<b>Additional Cost Items</b>
	Please note additional costs will be incurred in the event of any of the following: All costs are excluding VAT
A	If the preparation / enabling works are not complete at the time of survey. A second survey charge of £375.00 will apply unless otherwise advised.
B	Single-person service charge; £ 375.00 per day. Two-person service-charge; £ 575.00 per day. In the event that other non-service work can be carried out during the same day NDC may elect to pro-rata this charge accordingly.
C	If any of the critical parameters included in the final specification are altered after survey prior to delivery, a re-fabrication cost will apply. Please note that the re-fabrication cost is likely to be substantial – at least equal to the fabrication stage payment.
D	If the site is not ready for installation or installation cannot proceed for any reason a second installation charge of £650.00 will apply unless otherwise agreed.

E	In the event that NDC have to store the fabricated unit/s on their premises a storage charge may be levied. This charge will be based upon the size of the unit/s concerned.
F	If NDC incur additional unplanned expenses because of changes and issues at the installation location, these items will be charged.
G	NDC will remove the installed unit at the clients' request to provide access as required. The standard prices for this removal and reinstatement service are as follows: Remove and reinstate in a single day/visit: £ 700.00 Remove and then reinstate at a later date: £ 950.00.
H	In the event that NDC has to take steps to ensure payment of overdue invoices, customers are responsible for all attendant costs of these actions and above the relevant invoice value.
	<b>Weather</b>
	Many of the products supplied by NDC require good weather to complete the installation correctly. NDC will always use their best endeavours to complete the installation as agreed. However, if NDC deem that the current or forecast weather conditions mean that an installation cannot be completed successfully the installation will be postponed.

#### **Condensation:**

Under certain circumstances condensation may appear on the underside of the glass cover of the Light Shaft. This is the result of a combination of climatic conditions, relative temperature and humidity levels either side of the glass. Condensation is not a product fault and is not covered by the guarantee.

Experience has shown that a tanked, concrete light well with a benched, concrete base and efficient siphonic drainage will reduce the probability and amount of condensation.

If you have an existing light well into which you wish to install a Basement Light Shaft, we will happily provide an assessment of ventilation and drainage. A recommended light well plan and section may be found as a download on the 'Light Shaft' page of our website.

#### **Loadbearing:**

Our standard laminated cover is fully compliant with European standards for pedestrian load bearing. It is not vehicle load bearing, do not drive over it or park on it.

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