

Terms and Conditions

In these Terms and Conditions;

Any sale from Lacuna UK and Ireland Ltd is according to the then-current terms and conditions for Lacuna UK and Ireland Ltd unless specifically waived in the order confirmation, and regardless of conflicting or diverging conditions in the order placement, acceptance or general conditions of the customer. Opposing or different terms apply only when Lacuna UK and Ireland Ltd has accepted these in writing.

'Lacuna UK and Ireland Ltd' means the main distributor of Lacuna products in the UK and Ireland.

Lacuna UK and Ireland Ltd is an independent limited company, registered in England. Orders are placed and paid to Lacuna UK and Ireland Ltd and we are the first point of contact for our customers.

Registered office:

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'Lacuna A/S' means the manufacturer and factory Lacuna A/S in Denmark:

Lacuna A/S
Industrivej 2
5550 Langeskov
Denmark
T: +45 8689 8689
E: info@lacuna.dk

'Customer' means the person/company purchasing the Lacuna product(s).

'Lacuna products' means Lacuna folding doors, double doors, single doors, windows and fixed frames and accessories.

'Quotation' means the 'no-obligation' offer, which is provided by Lacuna UK and Ireland Ltd to the customer (by e-mail or online). Quotations are valid 30 days from date of issue,

'Order confirmation' means the signed paperwork, in which all exact measurements, specifications and delivery details are included and have been accepted and confirmed as correct by the customer.

Survey and measurements:

It is the customer's responsibility that a proper survey is carried out in order to establish the required dimensions and structural support, if needed, for the Lacuna products.

The information required by Lacuna UK and Ireland Ltd is the width and height of the overall frame as drawn on quotations and order confirmations. A minimum 12 mm clearance, depending on surrounding materials, should be allowed on all four sides of the frame for installation and adjustment.

A survey can either be carried out by the (main) contractor/installer on site or, alternatively, Lacuna UK and Ireland Ltd is happy to put the customer in contact with installers who have previous experience with installation of Lacuna products. In either case it is the customer's responsibility that the survey is carried out correctly, and that these dimensions are included on the order confirmation, which is signed by the customer.

Lacuna A/S and Lacuna UK and Ireland Ltd is only liable for keeping the overall frame size within +/- 2 mm. No part of Lacuna UK and Ireland Ltd or Lacuna A/S can be held responsible for incorrect measurements or structural calculations provided by the customer.

If Lacuna UK and Ireland Ltd exceptionally assists a skilled customer with measuring and the like, this assistance shall only be regarded as a service that does not incur Lacuna any responsibility.

Quotation and order confirmation procedure

Once the quotation has been accepted by the customer, Lacuna UK and Ireland Ltd will prepare the order confirmation, which will include all exact measurements, specifications and delivery details. This order confirmation will be the instruction for the Lacuna A/S factory (and transport company), and thus must be read very carefully by the customer and approved by signing, to ensure that he/she fully agrees with its content. Once the order confirmation is signed and returned, the order cannot be cancelled, unless agreed with Lacuna UK and Ireland Ltd. Please enquire if there are any issues, which need to be clarified before the order is signed and processed.

Price, VAT & Duties/taxes:

The price provided by Lacuna UK and Ireland Ltd is for supply only and includes 20% UK VAT on UK orders. Unless elsewhere specified, the price excludes any duties and taxes and related handling fees that may be applicable. The customer is liable to pay any inbound duties and taxes which the UK customs authority deems appropriate and related handling fees.

Payment:

Unless otherwise agreed, payment needs to be made to the UK bank of the main distributor in UK and Ireland:

Santander

Sort code: 09-01-28

Account Number: 92342760

Terms of payment is shown on the order confirmation from Lacuna UK and Ireland Ltd. and is 100% pre-payment, required at time of order, unless otherwise agreed.

If the customer does not comply with the terms of payment, the customer is subject to interest from the due date at the interest rate of the UK statutory Interest, currently at 8.1%

Delivery:

Supplies include only products described in the order confirmation from Lacuna UK and Ireland Ltd, or any products which are clearly indicated in the drawings or descriptions prepared by Lacuna A/S and Lacuna UK and Ireland Ltd as part of the agreement.

Until delivery has taken place, Lacuna A/S and Lacuna UK and Ireland Ltd maintains the right, without notice, to make changes in the technical specifications of the products, as long as the changes do not significantly change the characteristics and usability of the products.

The estimated week of production will be specified at time of order. Delivery takes place at the moment the goods are made available for the customer to pick up at the premises of Lacuna A/S ex works. (Incoterms 2010) The risk of the goods passes to the customer at the same time. The customer is obliged to accept delivery on time.

Although the agreement between Lacuna UK and Ireland Ltd and the customer is an ex works sale contract, we are happy to liaise with a 3rd party transport company regarding insured delivery on behalf of the customer. If this is agreed, the cost of the transport will be itemized on the order confirmation.

Furthermore if this 3rd part delivery is arranged via Lacuna UK and Ireland Ltd the following will apply: Shipment to the UK and Ireland is usually 4-8 days. Once the Lacuna products have been shipped (usually 1-2 weeks after production start) a more exact time (week day and possibly guide time slot) may be provided by the transport company directly to the customer.

The delivery will either be on a curtain side export lorry without lifting facilities, where a ramp or mechanical offlifting facilities are required at delivery, or a smaller lorry with e.g. a tail-lift or HIAB, as agreed and stated on the order confirmation.

On delivery all pallets and packets should be inspected thoroughly to ensure they have not been damaged in transit. If any packaging has been damaged, the haulage company should be made aware of this before leaving site, and photos should be taken of the broken packaging. The packaging should then be taken off and the doors and frames should be inspected for any further damage. If any damage has been done to the actual elements the transport company should be made aware of this, and equally photos should be taken. Customers are advised to make a note on the haulage paperwork describing the damage, and getting the haulage company to sign this. Each party is to keep a copy. Lacuna UK and Ireland Ltd is also to be advised of any such damage within 24 hours of delivery and will then be happy to try and assist in resolving the issue. The customer must not complain later about visible shortages or damages.

If transport insurance is included by the 3rd party transport company (stated on the order confirmation) the customer must report any damage to the doors that cannot reasonably have been visible through the packaging within 7 days of receipt of the doors to the transport company and Lacuna UK and Ireland Ltd. The insurance is only valid if the doors are still at the delivery address.

It is required that any new installer watches the 12-minutes installation video on <https://www.youtube.com/watch?v=3fNoYMymLDk&feature=youtu.be> before taking delivery.

Delays:

Orders are scheduled to commence production at Lacuna A/S during the week shown on the order confirmation.

In rare instances, the doors may be postponed or delayed in production (due to e.g. a broken glass) or in third party transit (due to e.g. adverse weather, or a transport damage, which requires remanufacturing of parts). In case of any delay, Lacuna UK and Ireland Ltd will do the utmost to keep the customer informed and ship as soon as practical possible.

Lacuna UK and Ireland Ltd is responsible for delays, unless the delay is caused by interference in the manufacturing process, which is affected without any fault and by circumstances beyond Lacuna UK and Ireland Ltd's control, e.g. Force Majeure.

Unless the customer in the order has stipulated expressly and in writing that delivery at a particular time is a condition for the conclusion of the agreement, Lacuna UK and Ireland Ltd at all times has the right to postpone the delivery time specified in the order confirmation by up to 14 days, extended to include planned factory shutdowns.

Delivery deadline: If delivery time is exceeded significantly, and the delay causes considerable inconvenience to the customer, the customer, in writing to Lacuna UK and Ireland Ltd, is entitled to require delivery and at the same time set a final deadline. That period must be reasonable in view of the delay already occurred.

Exceeded deadline: If Lacuna UK and Ireland Ltd then fails to take all necessary measures to ensure delivery by the then fixed date, the customer may cancel the order, by written notice to Lacuna UK and Ireland Ltd. The customer cannot cancel the contract in cases where the delay is due to circumstances which are not the responsibility of Lacuna UK and Ireland Ltd.

If Lacuna UK and Ireland Ltd, in accordance with the rules above is responsible for the delay, compensation is paid according to the UK Sales of Goods Act. Lacuna UK and Ireland Ltd can never be held responsible for operating loss, loss of profits or other indirect losses.

If delivery, in cases where payment has been agreed to be at time of shipment, is postponed due to customers conditions, in relation to the agreed delivery time, Lacuna UK and Ireland Ltd is entitled to send an invoice as if delivery had been at the agreed time.

In the case of such postponed delivery, the customer is required to pay Lacuna UK and Ireland Ltd reasonable warehouse rent as agreed.

Installation:

The installation of the Lacuna product(s) is not carried out by Lacuna UK and Ireland Ltd, and is not part of the contract with Lacuna. A contract will have to be made directly between installers/builders and their client.

The Lacuna products are supplied with an installation guide, which needs to be followed.

We also require that any new installer watch the 12-minutes installation video on <https://www.youtube.com/watch?v=3fNoYMymLDk&feature=youtu.be>

As the leaves are top hung, it is particularly important that the top frame is level and cannot deflect.

Unless the self supporting top frame is selected, the structure above (e.g. steel or glulam beam) must be strong/stable enough to take the weight of the top hung leaves without causing any deflection in the Lacuna top frame. The structure above should be able to carry up to 100 kg per linear meter. Each door leaf can weigh up to 85 kg (40-50 kg is more common) and 1-2 mm deflection of our top frame is acceptable.

Incorrect installation may cause the doors to stop functioning, e.g. leaves resting on the threshold or leaves stuck in other places due to deflection or incorrect adjustment.

Due to occasional settlements in a building after construction works, newly installed Lacuna products sometimes need minor adjustments by e.g. adding or removing the 1 mm plates behind the hinges, or adjusting the nuts on the top roller. To facilitate further adjustment due to potential future building movements, it is important that there is space for blocking up/alignment of the frame on all sides.

The Lacuna product(s) are supplied disassembled and can in most cases be handled by two persons without further help.

The lacuna doors are considered easy to install, but in case of incorrect fitting, the guarantee reflecting this part may be invalidated.

The Lacuna doors and windows are usually painted in 3-5 layers to achieve a very long durability before repainting is required. In normal conditions, repainting should only be required after 20 to 50 years, depending on the exposure.

Paint finish:

Because of the many layers, the paint only hardens several weeks after production. Particularly in humid weather and in low winter temperatures the hardening takes a long time.

Because of this, please note that the paint is not fully hardened at time of delivery directly from the factory, so caution should be exercised in handling the doors.

In rare cases small blisters/bubbles occur in the paint.

Blisters/bubbles must under no circumstances be touched or punctured. The bubbles contract when the temperature rises and the hardening process can continue.

Any complaints due to punctured bubbles will be rejected.

Product complaints:

In the unlikely event that a Lacuna product does not function properly after installation and under the guarantee, any issues will initially need to be determined through photographs or videos taken by the installer or customer on site. These are then to be analyzed by Lacuna's technical department, which will advise about potential installation errors and possible corrections, or provide a solution in case of product defects, (e.g. new parts supplied by Lacuna A/S or Lacuna UK and Ireland Ltd to the customer, or product defects corrected by Lacuna A/S, Lacuna UK and Ireland Ltd or a partner during a repair visit).

If a solution can not be reached by analysing the photographs or video, or the installer or customer deems that an inspection by Lacuna A/S or Lacuna UK and Ireland Ltd is required, a site visit by Lacuna A/S, Lacuna UK and Ireland Ltd or a partner can in many cases be arranged. A call out fee of usually £250, depending on e.g. site location, will apply. This fee or part of it may be refunded, depending on the findings.

If a delivery proves to be deficient, the customer may only make the following remedies for breach of contract, in the order in which they appear on the list:

- a) Lacuna UK and Ireland Ltd repairs defects at no cost to the customer.
- b) If repairs are impossible, Lacuna UK and Ireland Ltd replaces the part.
- c) If Lacuna UK and Ireland Ltd does not repair or replace within a reasonable time, the customer may instead terminate the contract for the part of the delivery which is defective.

d) The customer may also in the above case claim compensation, according to UK Sales of Goods Act. Lacuna UK and Ireland Ltd will can never be held responsible for operating loss, loss of profits or other indirect losses.

If Lacuna UK and Ireland Ltd was instructed by the customer to arrange transport, any replacement parts will, unless otherwise agreed in writing, be supplied to the delivery address in UK and Ireland stated on the signed order confirmation, without incurring transportation costs.

If it is considered proven that a claim for defects cannot, or can only with great difficulty, carried out by the original customer, later customers of the products, including contractors and builders, are entitled to direct claims against Lacuna UK and Ireland Ltd, if the original customer may have had a claim against Lacuna.

Product liability:

Lacuna UK and Ireland Ltd is responsible for product damage by the general rules of UK law. Lacuna UK and Ireland Ltd's product liability does not include operating loss, loss of profits or other indirect losses.

Disputes:

Any dispute arising out of agreements with Lacuna UK and Ireland Ltd is governed by UK law and must be brought before the legal authority of the region where Lacuna UK is based. The UK Sale of Goods Act is applied to the extent that it does not deviate from these terms and conditions or the individual agreement in general.

Guarantee:

Lacuna A/S provides the following guarantee:

Quality and environmentally sound products go hand in hand at Lacuna

Our products are built to last for 50 years or more. We only use heat-treated wood, mahogany or oak from sustainable forestry in our production. Using modern techniques and the best materials, a door from Lacuna is your guarantee for beautiful design, durability and high quality.

These guarantee terms and conditions are issued by Lacuna A/S on the 1st of January 2021, and cover from the date of invoice.

1. This guarantee covers:

Lacuna products

10 years of manufacturing and material defects in folding products and patio doors from Lacuna. 10-year guarantee against rot and fungus. The guarantee applies to products supplied in the EU as well as the UK, Iceland, Norway and Switzerland.

2. This guarantee does not cover manufacturing /-material defects in the glazing. However, these are covered by the guarantee provided by the glazing manufacturer, to which we refer.

Glass

Against puncture

- Double glazed 10-year guarantee
- Triple glazed 10-year guarantee.

Thermal breakage

Thermal breakage occurs spontaneously in glass if the internal stresses caused by temperature differences in the glass are greater than the tensile strength.

A thermal breakage is not covered by the guarantee but will typically be covered by a contents insurance.

The choice of toughened glass reduces the risk of thermal breakage considerably.

3. If you within the guarantee period, calculated from the time of production, but no later than 3 months after the defects are discovered or should have been discovered, complain regarding manufacturing and / or material defects, this guarantee provides you with the rights contained in section 4. The production date is shown on the label on the product. Complaints can be made to the contractor / supplier who delivered the item or directly to Lacuna A/S indicating the order or invoice number.

4. In the event of a legitimate complaint about manufacturing and/or material defects within the period mentioned in section 3, Lacuna A/S is committed to repair faults/defects, or alternatively to provide a new component free of charge. Lacuna A/S does not cover, within this guarantee, the cost of removing the old element and installing the new, and any work resulting from the replacement of the item is also not covered by this guarantee. The guarantee covers as a maximum the value of the product supplied. If the product at the time of complaint is no longer in production, Lacuna A/S is entitled to supply a similar product instead. If the manufacturing and/or material fault can be remedied by repair/partial replacement, Lacuna A/S can choose this option instead. Exchange and replacement of parts or repair does not extend the original guarantee period.

5. The guarantee is given under the following conditions:

- That the element is installed and maintained in accordance with the installation and maintenance instructions.
- That the fault is not caused by circumstances that arise after the product is supplied by Lacuna A/S, including errors for example due to faulty storage, transportation or installation by supplier/contractor.
- That the product is not damaged by external influences such as shocks, impacts, movements in adjacent structures and the like.
- That the item has not been subjected to any processing after supply, such as grinding, sandblasting, etching, adhesion or other surface treatment beside ordinary maintenance, as described in the maintenance manual.

-That the product leaf does not have "attached" and/or "built-in elements" such as alarm system, blinds, etc.

- Any change/modification of the item must be approved by Lacuna A/S.

-Moving parts built in-to the glass are not covered by the guarantee.

6. This guarantee only applies to products that, when the guarantee is invoked, are located in the EU or the UK, Iceland, Norway or Switzerland. For doors installed outside Denmark, replacement parts are delivered EXW (Incoterms 2010). This also applies to Greenland and the Faroe Islands.

In case the guarantee is invoked, Lacuna UK and Ireland Ltd can, as required, deal with Lacuna A/S on behalf of the customer.

DO NOT HESITATE TO CONTACT US FOR ANY FURTHER INFORMATION OR CLARIFICATION OF THE ABOVE