PASSAGE

NRGI BESPOKE GLAZING LTD.

TERMS & CONDITIONS

Supply and installation of bespoke aluminium doors, glazing systems and associated products

Company	NRGI Bespoke Glazing Limited, trading as Passage
Registered Office	11 Cranmer Place, Ballsbridge, Dublin 4, D04 CC98
Company Details	Company No. 639103 | VAT No. IE 3583317PH
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Important: These terms should be read together with the quotation, order confirmation, approved drawings, product schedule, site-readiness information and any written variations.

IMPORTANT CONTRACT INFORMATION

Please read these terms carefully before approving your order. They explain how the contract is formed, when payments fall due, what is and is not included, the responsibilities of the client and main contractor, and how variations, defects, damage, warranties and completion documents are handled.

1. Definitions and interpretation

In these terms, “NRGI”, “we”, “us” or “our” means NRGI Bespoke Glazing Limited, trading as Passage. “Client”, “customer” or “you” means the person or entity named on the quotation or order confirmation. “Main contractor” includes any builder, project manager, architect or other person authorised to act for the client.

“Contract Documents” means the quotation, order confirmation, approved drawings, product schedule, these Terms & Conditions, site-readiness information, handover records and any written variation agreed by NRGI.

“Practical Completion” means that the contracted products have been substantially installed and are capable of performing their intended function, notwithstanding minor snagging, cosmetic touch-ups, outstanding paperwork, replacement accessories or other items which do not prevent normal use.

“Snag” means a minor incomplete item or adjustment that does not prevent normal use. “Defect” means a failure of supplied goods or workmanship to comply with the contract. “Site Damage” means damage caused after installation by the client, contractor, occupants, other trades or third parties. “Maintenance Item” means cleaning, lubrication, adjustment or servicing arising from normal use or settlement. “Variation” means work outside the agreed contract scope.

2. Contract formation and order acceptance

A binding contract comes into existence when NRGI issues a written Order Confirmation following receipt of the required deposit and written approval of the product layout and specification.

The client must review and approve all relevant details, including dimensions, opening direction, viewed-from convention, RAL colour, finish, dual-colour arrangement, glazing, privacy level, handles, ironmongery, access-control requirements and any restrictions on external access.

Approval authorises manufacture and procurement. Changes after approval may not be possible and, where possible, will be treated as a Variation.

Where there is any inconsistency, the following order of precedence applies unless expressly agreed otherwise: (1) written Variation, (2) Order Confirmation, (3) approved manufacturing drawings and product schedule, (4) quotation, and (5) these Terms & Conditions.

NRGI may rely on approvals or instructions given by a person reasonably presented as the client’s architect, builder, project manager or authorised representative.

3. Quotations, prices and validity

Unless stated otherwise, quotations remain valid for 14 days and are based on the information available at the date of quotation.

Prices include only the products and works expressly listed. Builder’s works, structural steel, electrical works, decorating, plastering, tiling, rendering, flooring, carpentry, specialist access, lifting equipment, traffic management, permits, parking charges and making good are excluded unless separately itemised.

Any error, omission or change in dimensions, site conditions, specification, access or programme may require a revised price.

Brochure images, renders, samples and screen colours are indicative only. Natural and manufacturing variations can occur.

4. Payment terms

Unless the Order Confirmation states otherwise, payment is due as follows:

- 50% deposit on order. Lead time and procurement commence only when cleared funds and required approvals have been received.

- 45% no later than 7 working days before the scheduled installation date.
- 5% immediately upon Practical Completion.

4.1 Practical Completion and minor snagging

Minor snagging, cosmetic touch-ups, outstanding accessories, replacement components, certification, grant paperwork or a return visit which does not prevent normal use will not delay Practical Completion or the due date for the final payment.

Where the client disputes a specific item in good faith, any amount withheld must be reasonable and proportionate to that item. The undisputed balance remains payable.

4.2 Late or unpaid accounts

NRGI may suspend manufacture, delivery, installation, warranty administration, non-urgent service attendance and release of completion documentation while sums are overdue, except where prohibited by law.

Any delay arising from late payment will extend the programme. NRGI is not responsible for grant deadlines, other trades, accommodation costs or consequential losses arising from the client's failure to pay on time.

5. SEAI, BER and completion paperwork

Any U-value reports, invoices marked paid, contractor declarations, SEAI or BER-related documentation, warranties, certificates or other completion documents to be prepared or issued by NRGI will be finalised and released only after all sums due under the contract have been received in cleared funds.

NRGI will not certify that works are complete, that payment has been made or that a product meets a stated specification unless that statement is accurate and supported by the project records.

The client is responsible for confirming grant eligibility, application deadlines, scheme rules and the information required by the BER assessor, grant administrator or other authority.

NRGI does not guarantee that any grant, incentive or BER outcome will be approved or paid.

Where documentation must be amended because the client, assessor, architect or another contractor supplied incorrect or incomplete information, NRGI may charge a reasonable administration fee.

6. Variations and additional works

No Variation will proceed until its scope, price and programme implications have been confirmed by NRGI in writing and any required advance payment has been received.

Variations include, without limitation, additional pressings, flashings, trims, cover plates, silicone, foam, glass changes, revised colours or finishes, additional ironmongery, electrical or access-control work, revised drawings, mechanical lifting, remobilisation, storage, repairs to Site Damage and work arising from incorrect site preparation.

Instructions given verbally to site operatives do not amend the contract unless confirmed by NRGI in writing.

Late requests are treated separately from the original contract and do not delay payment of the original contract balance.

Bespoke materials ordered for an approved Variation are non-refundable. Small extras may be subject to a minimum charge due to design, administration, travel and production setup.

7. Survey, dimensions and approved drawings

NRGI surveys openings for the purpose of manufacturing its products. The survey does not constitute a structural survey, building survey, drainage inspection, waterproofing assessment or inspection of concealed services.

The client and main contractor must ensure that structural openings, upstands, sills, finished floor levels and surrounding construction are completed and remain unchanged after survey.

Any change after survey, including new finishes, insulation, screed, plaster, cladding or structural movement, must be notified immediately. Re-survey, redesign, remanufacture or remobilisation will be chargeable.

Planning and architectural drawings are not manufacturing drawings unless expressly issued and approved as such.

8. Site readiness and access

Before delivery or installation, the client or main contractor must ensure that:

- Openings and supporting structures are complete, safe and suitable.
- Upstands and support bases are level, straight and within the tolerances stated in NRGI's approved details.
- Finished floor and external levels are clearly confirmed.
- Safe unloading, parking and a clear route to the installation area are available.
- Scaffolding, edge protection, power and lighting are suitable for the works.
- Other trades and stored materials do not obstruct the installation area.
- The building is sufficiently weather-tight and dry for the products being installed.
- Any known pipes, cables, membranes or concealed services are identified before work begins.

8.1 Unready or unsafe site

NRGI may postpone or stop works where the site is unsafe, inaccessible or not ready. Redelivery, storage, travel, labour, plant, accommodation and remobilisation costs will be chargeable.

A replacement date will be subject to the next available programme slot. The pre-installation payment remains due.

9. Upstands, bases, drainage and support

Concrete or thermal-support bases must be constructed to a tolerance of ±1 mm in level and alignment unless a different tolerance is shown on an approved detail.

Frames must be continuously supported using an appropriate non-shrink material. The main contractor is responsible for the suitability and continuity of the supporting structure.

External drainage paths and frame drainage slots must remain unobstructed. Finished external levels must fall away from the product and must not bridge drainage outlets.

The client or main contractor is responsible for correcting non-compliant bases, upstands or drainage details. Work arising from non-compliance will be treated as a Variation.

NRGI is not responsible for water ingress caused by surrounding building construction, blocked drainage, incorrect levels, inadequate membranes, defective roofing or other work outside NRGI's installation joint.

10. Installation scope and making good

Unless expressly itemised, NRGI's price is for installation into new and prepared openings only.

Removal of existing products does not include preserving removed frames, glass or doors for reuse.

Plastering, rendering, tiling, flooring, painting, decorating, carpentry, membrane repair and other making-good works are excluded unless specifically included.

NRGI will use reasonable care but cannot guarantee that brittle, aged, hollow, poorly bonded, concealed or previously damaged finishes adjoining the work can be retained intact.

Removal or replacement may disturb tiles, plaster, render, stone, brick, timber, flooring, skirting, architraves, sealants and membranes. Matching existing tiles, paint, grout, render, silicone or other finishes cannot be guaranteed.

The client should retain spare tiles and finishing materials where possible.

NRGI is not responsible for hidden defects, concealed services or inadequate construction which could not reasonably have been identified before work began.

Where NRGI agrees to organise a repair as a goodwill measure, that does not constitute an admission of liability. The client must not appoint a third-party contractor and seek reimbursement from NRGI without prior written approval, except where immediate emergency work is reasonably required.

11. Protection, cleaning and transfer of risk

Once an item has been installed and made secure, or the installation team has left that work area, responsibility for protection and the risk of subsequent loss or damage pass to the client or main contractor.

The client or main contractor must protect all installed products from plaster, render, cement, grout, tile adhesive, paint, welding, grinding, cutting, scaffolding, ladders, tools, impact, construction traffic and unsuitable cleaning products.

Installed products must not be used as work platforms, material supports or uncontrolled access routes by other trades.

NRGI's installation price does not include a builder's clean unless expressly stated.

Cleaning, repair or replacement made necessary by Site Damage is chargeable and is not covered by warranty.

NRGI may use dated photographs, delivery records and signed or electronic handover records as evidence of condition at installation.

12. Protective tape and temporary films

Factory-applied protective tape is temporary transport and installation protection only. It is not a substitute for suitable construction protection.

The client or main contractor must inspect protective tape regularly and remove it within the manufacturer's stated period and, in all cases, before deterioration, lifting or adhesive transfer occurs.

Where no shorter period is stated, tape must be removed no later than 8 weeks after installation. Earlier removal may be necessary in direct sunlight, warm conditions or where plastering, rendering or wet trades are being carried out.

Suitable protection, such as Peelguard film, Correx or plywood, must be provided where products remain exposed to construction activity.

Tape concealed by plaster, flooring, trims or subsequent works becomes the responsibility of the client or main contractor.

Adhesive removal, cleaning, refinishing or paint repair caused by delayed or incorrect removal is chargeable.

Local touch-up paint is a protective repair and may not have the identical appearance, texture or durability of factory-applied powder coating. Full component replacement solely to achieve a perfect cosmetic match is not included unless NRGI caused the original defect.

13. Pressed metal flashings and trims

Pressings, flashings and trims are excluded unless expressly listed in the quotation or Order Confirmation.

Additional pressings requested during or after installation must be measured, detailed, priced and paid for in advance before manufacture.

Unless stated otherwise, pressings are produced in 2 mm powder-coated aluminium. Insulation, membranes and support behind pressings are by others.

Typical lead time is 3 to 4 weeks from final measurement, written approval and cleared payment, but may vary according to complexity and supplier capacity.

Additional pressings are treated as a separate Variation and do not delay the final payment on the original contract.

14. Silicone, foam and perimeter sealing

External silicone is excluded unless specifically itemised or required as part of a structural silicone system.

Any allowance for silicone assumes a standard joint width of up to 5 mm. Wider or irregular joints are chargeable.

Standard expanding foam is limited to reasonable installation gaps. Excessive gaps, deep voids, sealing to irregular brickwork or specialist airtightness works are excluded unless expressly included.

Perimeter sealing does not make NRGI responsible for waterproofing or airtightness defects in the surrounding building fabric.

15. Glass quality, appearance and breakage

Glass is supplied in accordance with the applicable manufacturer and recognised industry quality criteria.

Minor imperfections, seeds, bubbles, roller wave, anisotropy, optical distortion, reflection, colour variation and visible deflection can occur within accepted manufacturing tolerances and are not defects.

Large panes may show visible movement under wind, temperature changes or normal handling. Structural compliance does not mean that glass will appear perfectly flat in all lighting or weather conditions.

Toughened glass may contain nickel sulphide inclusions which can, in rare circumstances, cause spontaneous breakage. Unless expressly stated otherwise, heat-soak testing is not included. Nickel sulphide breakage and associated replacement or consequential costs are excluded to the extent permitted by law.

Glass scratches or visible damage must be recorded at handover or reported with photographs within 24 hours of installation. Hidden defects must be reported promptly after discovery.

Glass breakage after installation is at the client's risk unless caused by a proven defect or by NRGI's failure to exercise reasonable care.

16. Large and heavy sliding doors

Large sliding leaves and doors fitted with heavy glazing require greater operating force than smaller or lighter units.

Published system weight limits are engineering limits and are not a representation that every user will find a door effortless to operate.

Ease of operation varies with panel size, glazing weight, seals, handle arrangement, weather, maintenance and site conditions.

NRGI may recommend a lighter glazing specification, alternative panel arrangement, different system or motorisation to improve everyday operation.

Where the client rejects a written recommendation and instructs NRGI to proceed with an alternative compliant specification, the client accepts the operating characteristics and visual movement identified in that recommendation.

Normal operating force or glass movement within the system manufacturer's tolerance is not a defect.

17. Colour, finish and appearance

RAL colours, gloss levels, matt or textured finishes can vary between suppliers, batches, substrates and application methods.

Powder-coated aluminium, wet paint, touch-up paint, silicone and adjacent building finishes will not necessarily match exactly.

Replacement components supplied later may show reasonable batch variation.

Wood-effect patterns naturally vary and cannot be continuously pattern-matched across all components.

Stainless steel, anodised and brushed finishes may show normal directional, shade or grain variation.

18. Lifting, handling and specialist access

The quotation excludes cranes, vacuum lifters, hoists, glass manipulators, road closures, specialist scaffolding and other mechanical handling unless expressly included.

The main contractor must provide a clear, stable and adequately sized route from the unloading point to the installation area.

Where specialist handling becomes necessary because of site access, panel weight, restricted routes or changed conditions, the cost will be treated as a Variation.

NRGI is not responsible for equipment supplied or operated by others.

19. Supply-only contracts

For supply-only orders, the client is responsible for dimensions, specification, installation, setting blocks, fixings, perimeter sealing, drainage, adjustment and compliance with NRGI's instructions.

NRGI is not liable for defects or costs caused by incorrect measurements, incorrect installation, alteration, mishandling or failure to follow instructions.

On-site assistance is excluded and will be chargeable if requested.

20. Handover, snagging and reporting

The client or nominated representative should inspect the products at handover and record visible damage or incomplete items.

Where no representative is available, NRGI may complete handover using dated photographs and an electronic record.

Visible scratches, dents or damage should be reported by email with photographs within 24 hours. This does not prevent a claim for a defect which could not reasonably have been discovered on inspection.

A report of damage does not by itself establish that NRGI caused it.

The client must not dismantle, alter or arrange third-party repairs before NRGI has had a reasonable opportunity to inspect, except in a genuine emergency.

Minor snags will be scheduled within a reasonable period and do not postpone Practical Completion or final payment.

21. Warranties

Warranties begin on the date of delivery or installation, as applicable, and are subject to full payment, correct use, maintenance and the exclusions in these terms.

Statutory rights are not affected.

Component	Standard warranty	Principal scope
Powder-coated aluminium profiles	Up to 25 years	Against qualifying coating failure, subject to supplier, environment, location and maintenance conditions.
Wood-effect or decorative foil finishes	10 years	Against qualifying finish failure, subject to supplier conditions and maintenance.
Insulated glass units	10 years	Failure of the hermetic seal resulting in misting between panes.
Aluminium frame fabrication	10 years	Qualifying distortion or joint failure arising from manufacture.
Ironmongery and moving parts	12 months	Defects in material or manufacture; excludes wear, adjustment and misuse.
Electronic access-control components	Manufacturer warranty	Subject to the relevant manufacturer's warranty, installation conditions and power/network requirements.
Installation workmanship	12 months	Defects directly arising from NRGI installation workmanship.
Pressings and supplementary items	As stated in Order Confirmation	Subject to the relevant supplier and finish limitations.

21.1 Warranty exclusions

Warranties do not cover fair wear and tear, misuse, accidental or wilful damage, lack of maintenance, blocked drainage, building movement, settlement, corrosion caused by aggressive chemicals, damage by other trades, unauthorised alteration, unsuitable cleaning products, electrical or network issues outside NRGI's scope, or products used outside their intended purpose.

Coastal, industrial and other aggressive environments may require enhanced cleaning and may carry reduced supplier warranty periods. Any applicable limitation will be stated in the Order Confirmation or maintenance information.

A replacement under warranty will be on a like-for-like basis where reasonably available. If an exact item is no longer available, the nearest reasonable equivalent may be supplied.

Specialist access, lifting equipment, traffic management and costs arising because access has changed since installation are excluded unless the underlying defect and those costs are legally NRGI's responsibility.

22. Service calls and chargeable attendance

A valid defect in NRGI workmanship reported within the installation-workmanship warranty will be attended without a call-out charge.

Attendance is chargeable where the issue arises from Site Damage, misuse, lack of maintenance, blocked drainage, building movement, incorrect levels, third-party electrical faults, unauthorised alterations, normal adjustment or another cause outside NRGI's responsibility.

Aborted visits caused by unavailable access, unsafe conditions or failure to attend an agreed appointment are chargeable.

Charges may include labour, travel, tolls, parking, administration, accommodation, specialist access and lifting equipment.

Current service rates will be confirmed before attendance. Where a diagnostic charge is paid and the visit establishes a valid NRGI warranty defect, the charge will be waived or refunded as appropriate.

23. Cleaning and maintenance

The client must follow NRGI and supplier cleaning and maintenance instructions.

As a minimum, frames, drainage channels, seals, hinges and locking mechanisms must be inspected and cleaned periodically. Coastal and aggressive environments require more frequent cleaning.

Use clean warm water, a non-alkaline detergent and a soft non-abrasive cloth or brush. Abrasive pads, blades, strong solvents, alkaline cleaners, cement removers and unsuitable chemicals must not be used.

Hinges and locking mechanisms should be lubricated periodically using a suitable product, taking care not to contaminate friction pads or seals.

Failure to maintain the products may reduce or invalidate the applicable supplier warranty.

24. Storage and delayed delivery

Where products are complete but the site is not ready, NRGI may issue the applicable stage invoice and store the products for up to 10 working days without additional charge.

After that period, reasonable storage, handling and insurance charges may apply.

At the client's request, products may be delivered to a safe and suitable storage location. Risk passes to the client on delivery.

Prolonged storage or repeated rescheduling may extend installation lead times.

25. Programme and delays

Any lead time or installation date is an estimate unless expressly confirmed in writing as a fixed date.

Lead time starts only after cleared deposit, final specification, approved drawings and all information required for manufacture have been received.

NRGI is not liable for delay caused by supplier disruption, glass manufacture, weather, transport, site conditions, labour shortages, power failure, machinery breakdown, strikes, restrictions, force majeure or any matter outside reasonable control.

NRGI will communicate material delays and reschedule the works within a reasonable period.

To the extent permitted by law, NRGI is not liable for indirect or consequential loss, lost rent, accommodation, financing costs, penalties imposed by others or other trades' standby charges.

26. Cancellation and bespoke goods

Products are made or procured to the client's specification and cannot ordinarily be resold.

Once design, procurement or manufacture has begun, the order cannot be cancelled without NRGI's written agreement.

Where NRGI agrees to a cancellation, the client must pay the reasonable costs and losses actually incurred, including design, administration, bespoke materials, supplier cancellation charges, manufacture, storage and reasonable loss arising from the cancellation.

Any balance not reasonably required to cover those costs will be accounted for fairly.

Nothing in this clause limits statutory cancellation or termination rights which cannot lawfully be excluded.

27. Complaints and dispute process

Complaints and warranty claims must be submitted in writing to info@nrgi.ie and should include the job reference, a clear description and supporting photographs or video.

NRGI must be given reasonable access and opportunity to inspect and, where responsible, to propose and carry out an appropriate remedy.

The client must take reasonable steps to prevent further damage.

The client should not commission third-party remedial work and seek reimbursement before NRGI has inspected and been given a reasonable opportunity to remedy, except where immediate work is reasonably required to prevent danger or serious further damage.

The parties should first attempt to resolve any dispute through direct discussion. Nothing in this clause prevents either party from exercising statutory rights or using legal proceedings.

28. Liability

NRGI will perform its services with reasonable skill and care and will remain responsible for liability which cannot lawfully be excluded.

NRGI is not responsible for loss or damage caused by structural defects, hidden conditions, inaccurate information, work by others, misuse, failure to maintain, unauthorised alteration or matters outside its reasonable control.

To the extent permitted by law, NRGI is not liable for indirect, special or consequential loss, loss of profit, loss of rent or business interruption.

Nothing in these terms excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any other liability which cannot legally be limited.

29. Ownership of unfixed goods

Legal title to unfixed goods and materials remains with NRGI until all sums due for those goods have been received in cleared funds.

This clause does not permit NRGI to remove goods which have become permanently incorporated into a building where removal would be unlawful or unsafe.

Risk may pass to the client before legal title, as set out in the protection, storage and delivery clauses.

30. General provisions

If any provision is found to be invalid or unenforceable, the remaining provisions continue in effect.

A delay in enforcing a right does not waive that right.

No person other than the client and NRGI has a right to enforce the contract unless expressly stated.

The contract is governed by the laws of Ireland and the Irish courts have jurisdiction, subject to any mandatory consumer rights.

Customer acknowledgement

By approving the Order Confirmation, the client confirms that the following key matters have been read and understood:

- Final payment is due at Practical Completion and is not delayed by minor snagging.
- SEAI, BER and completion paperwork will be finalised and released after all sums are paid.
- Variations and extras, including pressings, must be approved and paid for in advance.
- Responsibility for protection and subsequent damage passes to the client/main contractor after installation.
- Protective tape must be removed within the stated period and suitable construction protection must be provided.
- Tiling, plastering, rendering, decorating and other making good are excluded unless expressly included.
- Approved drawings and specifications authorise manufacture.
- Site-readiness failures, aborted visits and remobilisation may be chargeable.
- Large and heavy sliding doors may require greater operating force.
- Warranty cover is subject to payment, maintenance and the stated exclusions.

Client name	
Project address	
Job reference	
Signature	
Date	

Legal review note: This document is a commercial draft and should be reviewed by an Irish solicitor experienced in consumer and construction contracts before issue.