

1. Conditions Applicable:

- (a) These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- (b) All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- (c) Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- (d) Whilst the Seller will accept telephone orders and read your order back to Buyer, no further responsibility will be taken for incorrect sizes, etc. Buyer is advised to confirm all orders by fax or post.
- (e) Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

2. Price and Payment

- (a) The Price of the Goods shall be the price stipulated in the Seller's price list to the buyer current at the date of Sellers acceptance of this order.
- (b) Prices not on buyers price list, will be charged as stipulated on sellers general published price list.

3. Orders and Quotations

- (a) Buyer shall quote glass descriptions, quantities, unit sizes, and cavity. Quotations are based upon prices applicable to quantities specified. In the event Buyer's order is for a lesser quantity, Seller shall be entitled to adjust the price of the goods as ordered to take account of the variation in quantity.
- (b) Before any acceptance of an order from a quotation, the seller shall be entitled to adjust the price or withdraw from accepting the order with no consequential loss.
- (c) Any documentation will be deemed as an Order by the seller which specifies glass description, quantities, unit sizes, cavity size and finish, unless clearly marked by the buyer with the word 'quotation' on the paperwork.
- (d) Automatic confirmation of receipt of this documentation by the seller will be sent by e-mail.
- (e) Buyer if stipulated on the documentation can receive an order acknowledgement in place of this e-mail. Buyer must return signed acknowledgement before manufacture will take place.

4. Cancellations

Buyer may not cancel the whole of or any part of any order unless expressly agreed by Seller in writing. In the event of such agreed cancellation, Buyer shall indemnify Seller fully against all expenses incurred as a result of such cancellation. Where cancellation involves goods designed, made or ordered specially for Buyer, Buyer shall be liable for Sellers costs incurred in respect of such cancellation. Any goods returned to Seller for credit shall be accepted only if the same are in good condition.

5. Credit Terms

- (a) Credit accounts which are strictly due within 30 days following the month of delivery may be opened at Seller's discretion subject to satisfactory trade references and to the observance by the Buyer of the credit terms. In the event of non-payment in accordance with the credit terms or if accounts exceed credit limits the whole price for goods delivered shall immediately become due and payable and we reserve the right to withhold deliveries or cancel outstanding orders. Seller reserves the right to charge interest on overdue accounts at 4% above our clearing bank base lending rate.
- (b) Seller reserves the right at any time at its sole discretion to demand security for payment before continuing with or delivery of goods in satisfaction of any orders notwithstanding any subsisting agreement to provide credit to Buyer.
- (c) Buyer shall reimburse Seller the entire cost of re-presenting any cheque or other instrument delivered to Seller in payment of any sum due.
- (d) Buyer acknowledges that buyer shall pay sellers reasonable costs of collection for actual and necessary collection expenses incurred by the seller in seeking payment from the buyer.

6. Delivery

Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. Although every effort will be made by Seller to keep delivery commitments, neither in the case of breakage in transit nor delay in delivery shall Seller accept any responsibility or liability. Damage or shortages must be noted on the driver's delivery sheet. Seller's liability for delivery ends on the tailboard of delivery vehicle. Labour should be provided by Buyer to unload heavy or bulk loads. Orders are accepted on this understanding. Seller reserves the right to make delivery by instalments and to tender separate invoices in respect of each instalment. In the event of any Goods or any packing or container being delivered and deposited whether on the public highway or elsewhere Buyer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection of persons or property in relation to such Goods, packing or container and shall indemnify Seller in respect of all or any costs, claims, losses, or expenses which we may incur as a result of such delivery.

7. Liability on Site

When delivery to site necessitates a vehicle leaving a public road, the Buyer shall be liable for any resultant accident or damage and fully indemnify Seller in respect of all or any costs, claims, or expenses which we may incur. The price Seller has quoted covers delivery to the site or the ground floor entrances of the building. If the Goods are required to be delivered into the building or to an upper or lower floor, express notice of that requirement must be given with the order and arrangements made to have adequate and prompt assistance available at the time of actual delivery. If Seller's driver has to return to the depot without completing delivery through lack of assistance, or if additional staff have to accompany the driver, an appropriate additional charge may be made. Where delivery is made on pallets, it is the Buyer's responsibility to have available on the site, cranes or forklift trucks suitable to deal with unloading. The pallets remain the responsibility of the Buyer until they are loaded back onto the Seller's vehicle. Seller reserves the right to make a charge for any damaged or unreturned pallets

8. Liability

- (a) No representation or warranty is given by the Seller to the Buyer as to the suitability or fitness of the goods for any or any particular purpose and Buyer shall satisfy him or herself in this respect and shall be totally responsible therefor.
- (b) The Buyer shall inspect the Goods on delivery and shall within three days of delivery notify the Seller with the goods return notice of any alleged defect in manufacture or visual standards as laid down by the GGF.

- (c) Instructions for returns must be made via the Seller's office. Seller's drivers have instructions to sign for returns as proof of collection. When goods are returned and inspected, credits will be raised based on the validity of the credit. If the Buyer shall fail to comply with these conditions, the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect.

- (d) Nothing provided in this contract shall affect the statutory rights of a Buyer dealing as a consumer. Save as set out above, all warranties or other terms implied by statute or otherwise will not apply to this order including but not limited to those Implied by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, and the Consumer Protection Act 1987.

- (e) The Seller shall not be liable for any consequential or indirect loss or expense (including loss of profit) suffered by Buyer or any third party relating to this order or arising out of a breach by the Seller of this contract. Buyer shall indemnify Seller in respect of any claim of any person in respect of any such consequential or indirect loss. In the event of Seller's reach of this contract, Buyer's remedies shall be limited to damages.

- (f) The above clauses constitute Seller's entire liability under this order which, in any event, shall not exceed the contract price of this order save in respect of any liability for death or personal injury resulting from negligence.

- (g) Buyer shall indemnify Seller against any liability that Seller may incur as a result of a claim against Seller under the Consumer Protection Act 1987 in respect of an alleged defect in the Goods.

- (h) Where manufacturers of Goods or materials have limited or excluded their liability in respect thereof including in respect of any consequential liability, the same limitation or exclusion shall apply to Seller's liability on the sale of those goods. Details of the terms and conditions upon which the manufacturers supply goods to Seller are available on request.

9. Force Majeure

Seller shall not be liable for any failure to deliver or delay in delivery of the goods arising from circumstances outside Seller's control including but not limited to; lock-outs, fire, accidents, defective materials, delays in receipt of raw materials or bought goods or components.

10. Title and Risk

- (a) Risk in the Goods shall pass to Buyer when the Goods are delivered.
- (b) In spite of delivery having been made property in the Goods shall not pass from the Seller until:

- 1.1 The Buyer shall have paid the Price in full; and
- 1.2 No other sums whatever shall be due from the Buyer to the Seller.
- 2 Until property in the Goods passes to the Buyer in accordance with clause [a] the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property. Buyer shall also not interfere with the pre-existing identification marks of Seller's Goods.
- 3 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Buyer shall notify subsequent purchasers of the Goods of Seller's claim to title of the Goods. Buyer shall notify Seller of any term in any contract for sale of the Goods contrary to Seller's interest in the title to the Goods. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 4 The Seller shall be entitled to recover the Price notwithstanding that property in any of the Goods has not passed from the Seller.
- 5 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause [3] shall cease.
- 6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 7 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 8 Buyer shall indemnify Seller against any costs, expenses, or losses incurred or sustained by Seller in exercise of Seller's rights under this clause.

11. Insolvency and Breach of Contract

If the Buyer fails to make payment for the Goods in accordance with this contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's Goods or if the Buyer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrative receiver, or manager shall be appointed over the whole or any part of the Buyer's business or assets, or if any petition for the appointment of an administrator is presented against the Buyer or if the Buyer shall suffer any analogous proceedings under foreign law, all sums outstanding in respect of the Goods shall become payable immediately. The Seller may in its ultimate discretion and without prejudice to any other rights it may have:

1. Suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part; and/or
2. Exercise any of its rights pursuant to clause 13.

12. Warrantee

Sellers warranties are published and available in advance of all purchases by request.

13. Jurisdiction

Every contract to which these conditions apply shall be construed and operate as an English contract and in accordance with English law.