

## TERMS AND CONDITIONS OF SALE

All orders accepted by Glazing Vision Limited are subject to the following Conditions which shall prevail over all conditions specified by the Buyer.

### 1. DEFINITIONS

- (a) **'Buyer'** means the party placing the Order
- (b) **'Contract'** means these Conditions together with the Confirmation of Order form and any other terms agreed in writing signed by a duly authorised representative of the Seller.
- (c) **'Conditions'** means these terms and conditions of sale.
- (d) **'Confirmation of Order'** means the confirmation of order form provided to the Buyer by the Seller.
- (e) **'General Assembly Drawings'** means the drawings as produced by the Seller and provided to the Buyer before engineering drawings are produced and manufacture starts.
- (e) **'Goods'** means the goods that are subject to the Contract, details of which are set out in the attached confirmation of order form.
- (f) **'Operating and Maintenance Manuals'** means the operating and maintenance manuals provided to the Buyer by the Seller with the Goods.
- (g) **'Order'** means the order for the Goods as accepted by the Seller.
- (h) **'Quote'** means the quote for the Goods provided to the Buyer by the Seller.
- (i) **'Seller'** means Glazing Vision Limited.

### 2. LIMITS OF CONTRACT

The Buyer's Order is accepted on the basis that these Conditions shall apply to the Contract between the Seller and the Buyer for the supply of the Goods detailed in the Buyer's Order.

### 3. ENTIRE AGREEMENT

These Conditions and the documents referred to in it constitute the entire agreement between the Seller and the Buyer and supersedes any previous agreement between the Seller and the Buyer.

### 4. GOODS, SPECIFICATION AND USE

**4.1.** Where the Contract provides that the Seller is to manufacture and supply the Goods in accordance with the Buyer's specifications, it shall be the sole responsibility of the Buyer to provide the Seller with sufficient, complete and accurate information and drawings as are required to enable the Seller to perform the Contract. The Seller shall not be liable for any defect in the Goods which arises out of any failure of the Buyer to provide such information and/or drawings. The Seller's policy is one of continuous improvement, it therefore shall be entitled without notice (save where the Seller is working to the Buyer's specification as above, in which case the Seller will consult with the Buyer), to make changes in dimensions, materials and design, which the Seller deems reasonable or desirable without affecting in any adverse material way the nature of the Goods. The Buyer shall have no cause of action in respect of any such change.

**4.2.** Notwithstanding any specifications the Buyer agrees with the Seller, the Goods are manufactured to the descriptions, weights and dimensions as set out in the Quote, Confirmation Order form and the General Assembly Drawings where these are provided. It shall be the sole responsibility of the Buyer to ensure that their structure is capable of withstanding all dead and live loads that may be imposed upon it by the Goods and that any deflections in the supporting structure are within the allowed limited for the Goods being supplied.

**4.3.** The Seller shall not be under any liability in respect of any descriptions, specification weights or dimensions or other matters in relation to the Goods contained in any materials including, but

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not limited to, forwarding specifications, drawings, price lists, catalogues, trade publications and advertising materials other than in the Contract itself.

**4.4.** The Seller reserves the right to make all and any changes in the type, specification, size, colour or any other changes to the Goods after the Order has been placed. However, the Buyer acknowledges that once the specifications have been received by the Seller and the manufacture of the Goods has started alterations to the Goods may require changes to materials and design at additional cost to the Buyer or the changes may be impossible.

**4.5.** All sizes for the Goods are quoted in metric measurements. Imperial sizes will be translated to the nearest metric equivalent.

**4.6.** The Goods will be designed and manufactured on the understanding that dimensions provided by the Buyer represent the overall external upstand sizes, including the roof weathering. In the case of a stepped upstand the dimension provided remains the overall external upstand size, including the roof weathering and not the external step dimension.

**4.7** Unless otherwise agreed in writing, all Goods supplied by the Seller are supplied on the basis that they are not required for any special purpose other than the usual purpose for which the Goods are supplied and the Buyer shall be deemed to have full knowledge of the nature and properties of the Goods and any hazards they involve.

**4.8.** Goods are supplied on the basis that they shall be used in normal conditions appropriate for such Goods and shall be properly maintained, and in all circumstances shall be used and maintained in accordance with provisions of the Operating and Maintenance Manual supplied by the Seller to the Buyer.

**4.9.** A standard paper copy of the Operating and Maintenance Manual shall be supplied to the Buyer with the Goods. Further paper copies of the Operating and Maintenance Manuals are available from the Seller's head office at an additional charge. An electronic copy may also be available from the Seller's website.

## **5. PRICE, DELIVERY, INSTALLATION AND RISK**

**5.1.** All prices are net cash prices exclusive of VAT or similar taxes, levies or duties, which will be charged at the rate applicable at the tax point date of the Invoice. VAT will be charged at the standard rate unless documented proof of an alternative or zero rate being applicable is provided by the Buyer, at the time of order.

**5.2.** All prices are quoted on the understanding that the whole of the Goods quoted for will be ordered and supplied, unless otherwise indicated in the quotation supplied by the Seller.

**5.3.** Additional charges may be made, and if so will be notified to the Buyer at the time of accepting the Order, if the urgency of an Order can only be met by additional labour, materials or carriage costs. Upon receipt of such notification the Buyer shall have the right to cancel the Order, so long as notice of such cancellation is received by the Seller within a reasonable time of the Buyer receiving the notification. If the Order is so cancelled by the Buyer, the Buyer shall nevertheless be responsible for paying the Seller for any work already undertaken.

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**5.4.** Where the Buyer has placed its Order via the internet, digital television, mail order (including catalogue shopping), telephone or fax, the Seller will not process the Buyer's Order until 14 days after the date on which the Order confirmation is signed and returned. During this time the Buyer has the right to cancel the Order, without incurring any costs or liabilities. The Seller will only commence work at an earlier time if the Seller is expressly instructed to do so by the Buyer. Instructing the Seller to commence work before the end of the 14 day period shall constitute a forfeit by the Buyer of the Buyer's right to cancel the Order under Regulation 13 of the Consumer Protection (Distance Selling) Regulations 2000 as amended. The standard Order Confirmation document from Glazing Vision includes the instruction to commence work and forfeits the right to cancellation. If this instruction is removed then the work will be delayed by 14 days.

**5.5.** Unless otherwise agreed (at the Seller's discretion) when the Order is placed, the price quoted for the goods excludes delivery and installation, which shall be itemised to the Buyer separately on the quotation and invoice. The Seller will arrange for delivery of the Goods to be made to the Buyer's address on the agreed delivery date in accordance with the written delivery instructions agreed between the Seller and the Buyer.

**5.6.** Delivery will be charged at such rates which the Seller (in its sole discretion) considers as fair and reasonable in respect of that delivery. Additional charges maybe incurred at rates current at the time of dispatch of the Goods if any special delivery arrangements are required.

**5.7.** The risk in the Goods shall pass to the Buyer upon their arrival at the Buyer's address.

**5.8.** The Seller's responsibility and liability for the Goods shall cease upon their arrival at the Buyer's premises. It will be the Buyer's sole responsibility to make all necessary arrangements, and pay all necessary costs, for the Goods to be removed from the delivery vehicle, including, but not limited to, where appropriate hiring any lifting equipment and closing the highway. Once removed from the delivery vehicle the Goods will be the sole responsibility of the Buyer.

**5.9.** The Seller reserves the right to make a charge to the Buyer for the storage cost of all or any part of the Goods if at the time of dispatch the Buyer requests that the delivery of the Goods be delayed by longer than 14 days from the agreed delivery date.

**5.10.** If, after the time of dispatch, for whatever reason the Buyer is unable to accept delivery of the Goods or, if the Buyer is collecting the Goods under Condition 5.15, the Buyer does not collect the Goods the Seller may, if its storage facilities so permit and at its sole discretion, store the Goods until the time of actual delivery and the Buyer shall pay to the Seller the cost of such storage, as well as any additional handling and transport costs. The Conditions shall not affect any other rights the Seller may have to otherwise deal with any Goods which the Buyer fails to take delivery of or fails to collect.

**5.11.** Where the Contract between the Seller and the Buyer includes installation, the quotation will assume that any equipment which maybe required to be hired to assist with the installation can be hired on the day of installation. An additional charge will be incurred by the Buyer if a return visit and re-hire of equipment is required at a later date to complete the installation. It is also assumed that where a product requires commissioning this can be carried out on the day of installation. An additional charge will be incurred by the Buyer if a return visit is required at a later date to complete the commissioning of the product.

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**5.12.** Where the Contract between the Seller and the Buyer includes the installation of the Goods by the Seller at the Buyer's or a third party's premises it will be the Buyer's sole responsibility to make all necessary arrangements, and pay all necessary costs, for the Goods to be removed from the delivery vehicle, including, but not limited to, where appropriate hiring any lifting equipment and closing the highway and for the Goods to be moved and/or lifted to the upstand ready for installation. In certain roof configurations and where 'wall abutment detail' is specified it may be necessary for the Buyer to arrange to support the roof light whilst the Seller's installers make the necessary fixings. The cost of this support is the responsibility of the Buyer.

**5.13.** It shall be the Buyer's sole responsibility to ensure that the upstands are constructed within the permissible tolerances for overall length, width, height and level as defined by the Seller within the Seller's literature, which is available on request from the Seller's head office. It is the responsibility of the Buyer to provide the external weathered dimensions of the upstand or other applicable dimensions to the Buyer. In the case that a site audit by the Seller's staff is agreed between the Buyer and Seller, dimensions taken by the Seller's staff will only be accepted once approved as 'correct for manufacture to commence' by the Buyer.

**5.14.** The Seller reserves the right to make a charge of £175 per person per visit plus reasonable travel expenses per person per visit to the Buyer for any failed, aborted or cancelled visit in circumstances where the Buyer or the third party is, in the Seller's reasonable opinion, deemed to be responsible for the Seller's representative(s) having to withdraw from the site without having completed the installation.

**5.15.** Where it is agreed between the Buyer and the Seller that the Buyer shall arrange for the Goods to be collected from the Seller's premises, the risk in the Goods shall pass to the Buyer upon the Buyer being notified that the Buyer's Order is ready for collection. Unless otherwise agreed, the Seller shall load the Buyer's collection vehicle but this shall be at the Buyer's sole risk and the Seller's shall have no responsibility for any damage done to the Buyer's collection vehicle.

**5.16.** Where the sale includes installation by the Seller's staff It is the responsibility of the Buyer to ensure the Health and Safety of these staff whilst on the Buyer's premises. For example Glazing Vision staff are trained to work at heights and carry harnesses but the provision of a safety line and/or edge protection is the responsibility of the Buyer. Glazing Vision staff will complete a local risk assessment and reserve the right to discontinue the work if undue risk is identified. Weather conditions, high winds, heavy rain or icy conditions are contributing factors to undue risk when working at height.

## **6. TIME AND DATE OF DELIVERY**

The Seller will use reasonable endeavours to keep to any agreed delivery date, which is quoted on the basis of existing commitments. All such times are to be treated as estimates only and the Seller shall not be liable for any delay in delivery or, where the same is caused by lack of instructions from the Buyer, any failure to deliver.

## **7. DAMAGE AND/OR LOSS IN TRANSIT**

**7.1.** Upon delivery the Buyer shall be responsible for examining the Goods before signing for them. Subject to Conditions 7.2 and 8.2, the Buyer shall not be entitled to reject or return the Goods or to make any claim in respect of the Goods if the Buyer has previously signed for them as accepted.

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**7.2.** The Seller shall not be liable for any loss or damage of the Goods during transit unless the Goods are signed for as damaged and all claims for damages to (or loss of) the Goods, or any part thereof, in transit are submitted in writing to the carrier and the Seller within the next working day from the date of delivery. All claims for non-delivery of any part of any Order must be submitted in writing to the carrier and to the Seller within 24 hours of the date of delivery. In the absence of notification of such claims within such periods, the Goods shall be deemed to have been delivered in accordance with the Order.

### **8. DEFECTIVE GOODS**

**8.1.** The Seller warrants that upon delivery the Goods are of satisfactory quality and fit for the purpose described in the Buyer's Order. The Buyer should inspect the Goods as soon as possible after delivery and take care to protect them from deterioration whilst awaiting use.

**8.2.** The Seller will, at its discretion, make good by repair or by the supply of a replacement any defects which under proper use of the Goods appear to be a result of the Seller's manufacture of the Goods provided that the Buyer notifies the Seller of any defect within 12 months after the date of delivery, retains the Goods for inspection and shall not make or attempt to make any repairs to the Goods itself.

**8.3.** The quality of any glass supplied by the Seller shall be inspected and deemed to be acceptable in accordance with the 'Quality of Vision – Double Glazing' document published by the Glass and Glazing Federation and the Seller's own quality standard. Copies of either document are available by request from the Seller's head office.

### **9. TITLE**

The legal title of the Goods shall not pass to the Buyer until payment in full has been made of all sums due under these Conditions.

### **10. PAYMENT**

**10.1.** All payments shall be made at the invoice price and shall be made on the payment terms as set out in the Quote and the Confirmation of Order form.

**10.2.** All payments shall be made in pounds sterling and shall not be considered 'paid' until the funds have cleared.

**10.3.** All payments set out in these Conditions, unless otherwise specified, shall be made at the invoice price without deduction within 30 days from the date of invoice.

**10.4** The Seller reserves the right to charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended or modified, and in force from time to time, on any sums outstanding after the due date for payment.

**10.5.** Any complaint relating to an invoice or item contained in an invoice must be notified by the Buyer to the Seller in writing within seven working days of the date of the invoice.

### **11. CANCELLATION**

The Buyer shall have the right to cancel the Order at any time by providing the Seller with written notice. Upon cancellation, the Seller reserves the right to make a cancellation charge of £50 and

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the Buyer shall be responsible for reimbursing the Seller for all costs which the Seller has incurred under these Conditions in relation to the Order.

### 12. LIMITATION OF LIABILITY

**12.1.** No provision of these Conditions shall operate or be construed to operate so as to exclude or restrict the Seller's liability under the provisions of any UK legislation in force from time to time which are not capable of being excluded or restricted.

**12.2.** The Seller accepts no liability for any costs, expenses, loss or damage, including any loss (including consequential loss) or damage whether direct or indirect however incurred by the Buyer save as provided in these Conditions, and provided that nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the Seller's negligence or affect the statutory rights of any person dealing as a consumer.

**12.3.** Save as otherwise required by UK legislation, the Seller's total liability for any loss, damages, costs or expenses shall not exceed an amount equal to £5 million, being the amount of product liability insurance carried by the Seller.

**12.4.** Any claim for costs due to non performance or errors by the Seller must be notified in writing and have been received by the Seller's head office within seven days of the delivery of the Goods.

### 13. BUYER'S INDEMNITIES

**13.1.** The Buyer shall indemnify the Seller against any loss or damage suffered by the Seller as a result of any failure by the Buyer to perform any of these Conditions.

**13.2.** The Buyer shall indemnify the Seller against each and every liability, claim, cost and damage from a third party to which the Seller is or would otherwise be subject arising out of the supply of the Goods by the Seller to the Buyer.

**13.3.** The indemnities hereby given shall extend to any costs and expenses incurred by the Seller and shall continue in force notwithstanding the termination of the Contract.

### 14. SUSPENSION OR TERMINATION ON BREACH

The Seller reserves the right to suspend, delay or terminate any contract if the Buyer is in breach of any of its obligations to the Seller, if the Buyer suffers execution or distress to be levied upon any of the Buyer's property, or if (being an individual) the Buyer becomes bankrupt or makes any arrangement with the Buyer's creditors, or (being a company) enters into liquidation (whether compulsory or voluntary), or shall have a receiver or administrative receiver appointed of all or any of the Buyer's assets or the Buyer be the subject of an adverse credit status report by the Seller's bank or a reputable credit status organisation. Upon occurrence of any of the above events the Seller shall (in addition to its right to recover from the Buyer all sums due to the Seller) have the right to recover or deduct or set off the amount of any loss, damage or expense incurred by the Seller by reason of the Buyer's breach and (in the case of termination of any contract) the right to recover any Goods supplied and to retain or sell them. The Seller shall also be entitled to withhold any monies that are owed to the Buyer by the Seller as contra payment of any of the above breaches.

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### 15. GENERAL

**15.1.** No failure by the Seller to exercise or delay in exercising any right, power or remedy under these Conditions will operate as a waiver of that right, power or remedy. Any waiver of a breach of any terms of these Conditions does not constitute a waiver of any other breach and shall not affect the other terms of these Conditions.

**15.2.** The Seller shall not be under any liability for any failure to perform any of the Seller's obligations under these Conditions if the Seller is prevented from or delayed in so doing due to any circumstances beyond the Seller's reasonable control, provided that if the event in question continues for a continuous period in excess of 4 months, either party shall be entitled to give notice in writing to the other to terminate the Contract.

**15.3.** No variation to these Conditions shall be valid unless in writing and signed by authorised representatives of both parties.

**15.4.** The Buyer may not assign any rights and obligations under these Conditions without the prior written consent of the Seller.

**15.5.** The laws of England shall govern the validity, construction and performance of this contract and the Buyer agrees to submit to the jurisdiction of the English Court.

**15.6.** The Seller's quotation is without engagement on its part and is subject to written confirmation by the Seller of its acceptance of the Buyer's order. Quotations are subject to withdrawal at any time before the Seller's written confirmation of acceptance is given to the Buyer and shall be deemed to be withdrawn unless so accepted within 3 months from their date.