

Glass Systems Group – Term and Conditions – June 2018

Definitions. “The Seller” means Glass Systems Limited, Vizor Tempered Glass Limited, Glass Systems Direct Limited & Glass Systems North Limited. “The Purchaser” means the person, firm or company to be supplied with goods by The Seller. “Goods” means the products or services supplied by the Seller. “The Contract” means the contract for sale & purchase made between The Seller and The Purchaser to which these conditions apply.

1. Application of the Terms and Conditions

These terms and conditions set out and herein will apply to all contracts for the sale of products by The Seller to the Purchaser. No other terms and conditions shall be binding upon the parties; this contract embodies the entire understanding between the parties. There are no promises, terms, conditions, obligations, oral or written, expressed or implied, other than those contained herein, or confirmed in writing by The Seller and attached here to.

1.1 - These terms and conditions shall apply to all contracts for the sale of products and services by The Seller to the Purchaser with the exclusion of any other terms and conditions except those in accordance with figure 1.4.

1.2 - By requesting a quotation or placing a purchase order, the Purchaser and The Seller shall both be bound by these terms and conditions.

1.3 - The Seller reserves the right to alter, add and subtract from these terms and conditions at any time. The most up to date terms and conditions are available to view online at www.glasssvstems.ltd.uk, these online terms and conditions replace any previously agreed and it is the responsibility of the Purchaser to make themselves aware of the latest terms and conditions.

1.4 - Any variation to these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless confirmed in writing by The Seller.

1.5 - All orders for products and services shall be deemed to be an offer by the Purchaser to purchase products and services in accordance to these terms and conditions.

1.6 - Requesting a quotation or placing a purchase order shall be deemed conclusive evidence of the Purchasers' acceptance of these terms and conditions.

2. General

2.1 - Purchase orders are accepted only on condition of these terms and conditions.

2.2 - Purchase orders cannot be cancelled without the consent of The Seller.

2.3 - If 'Confirmation of Purchase Order' is sent but not clearly identified, resulting in duplication, The Seller cannot accept responsibility, and both orders will be chargeable.

2.4 - All templates must be clearly marked in hardboard or similar rigid material. Templates will not be returned unless requested at the time of order.

2.5 - All Georgian bar and lead layouts will be to our specification unless otherwise stated at the time of order.

3. Delivery

3.1 - The Seller is not liable for penalties incurred by others for late or non- delivery without

written acceptance of such penalties at the time of ordering or quotation. Delivery dates promised on enquiry or quotation are conditional on current conditions and may change by the time of ordering.

3.2 - Off loading at the nominated delivery point is the responsibility of the Purchaser.

3.3 - Where stillage deliveries are made, it is with the understanding that these remain the property of The Seller. The empty stillage will be collected on the next delivery. Any stillage not returned by the Purchaser will be charged for at the current cost.

3.4 - Any product delivered by The Seller, which for wherever reason is not accepted by the Purchaser, will be replaced and a credit note will only be issued on return of the original product. This is our maximum liability.

3.5 - The Seller shall be under no liability to The Purchaser for any loss, damage, or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of The Seller, its employees or agents and will not be liable for any third-party claims

3.6 - It is company policy that all missing units must be reported within 1 month of delivery date, to receive the replacement unit free of charge, after that date the replacement unit will be processed as a new order.

3.7 - All scratched and marked units must be reported within 3 months of the delivery date, after that date a “returns note” will be raised and credit will only be given when the faulty unit is returned for inspection.

4. Prices, Title and Payment of Accounts

4.1 - All prices and quotations are based on current costs and may be changed without notice should costs vary. Prices invoiced will be those current at the time of dispatch.

4.2 - All prices quoted are exclusive of V.A.T

4.3 - Any quotation given will remain 'firm' for 30 days only.

4.4 - Payment of account are as per the terms granted by The Seller. The Seller reserve the right to change payment terms as they see necessary.

4.5 - Should the Purchaser default in any payments, The Seller reserve the right to cancel or suspend any further deliveries without prejudice to their right of payments for any outstanding debt. All amounts owed to The Seller become due when a Purchaser is in default of payment.

4.6 - The Seller reserve the right to charge interest on overdue accounts at the rate of 8% above Barclays Bank PLC. base rate.

4.7 - If the Seller has to resort to legal action to recover overdue debts, the debtor will be liable for all costs, interest and solicitor's fees.

4.8 - The Seller shall retain the title for all products supplied by them until such goods are paid for in full. In the event of insolvency and where products supplied by The Seller have been resold, we shall retain the title to any goods which have not been paid for.

5. Warranty/Liabilities

- 5.1 - If within 10 years from the date of dispatch from our site an unbroken product is, through faulty manufacture, affected by material visual obscuration because of condensation on either interior surface, we will at our discretion, supply a replacement sealed unit or refund the original purchase price to our Purchaser. This represents our maximum warranty liability.
- 5.2 - Any claim under warranty is subject to our representative being afforded reasonable opportunity to inspect the product concerned before deglazing. If on inspection it is determined that the product was not of faulty manufacture, you may be required to pay the cost of the inspection.
- 5.3 - If a replacement product is supplied it will be of our standard type or product current at the time of replacement.
- 5.4 - This warranty applies only on the manufacturers' units installed in normal building service conditions within the United Kingdom.
- 5.5 - This warranty excludes:
 - a. Any products which have not been handled, stored, installed and maintained completely in accordance with the glazing and maintenance instruction of the Glass and Glazing Federation manual.
 - b. Products displaying the optical phenomenon occasionally seen as interference colour bands known as 'Brewsters' Fringes'.
 - c. Replacement products beyond the period covering the original product.

I, the person named below confirm that I am authorised to accept the above terms and conditions and do so on behalf of the company named below.

Company Name

Authorized Person

Authorised Signature Position within above company

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Date.....

Please note these signed terms and conditions must be returned to Glass Systems Limited using the enclosed pre-stamped address envelope.