

# Uxbridge Glass Centre Limited Conditions of Sale

## 1. General

- a. These Conditions shall apply to all contracts for the sale of goods by the Seller (which term shall be deemed to refer to Uxbridge Glass Centre Ltd to the Buyer to the exclusion of all other terms and conditions including any terms or 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. 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. Warranties and Guarantees

- a. The supply by the Seller and full payment by the Buyer of double glazed units shall be with the benefit of the manufacturer's written warranty (a copy of which is available on request) insofar as the Seller can pass on the same and with the benefit of the Seller's Warranty which shall be limited to the replacement of any double glazed unit which the Seller at its entire discretion shall regard as defective within a period from the point of sale as set out in the Seller's written warranty (a copy of which is available on request) and shall in no event include the cost of replacement fitting, handling or storage of the relevant unit or units or any consequential loss arising from the act of replacement or otherwise.

## 3. The Price and Payment Terms

- a. All prices quoted or published by the Seller are exclusive of VAT and unless specifically stated are based upon costs current at the date of such quotation or publication. Additional charges will be made in respect of all increases in the cost of labour, materials, plant and overheads occurring after the quotation or publication. Where a formula based method of calculating increases is stated in the quotation or publication the additional charges will be calculated in accordance with such formula rules. Where you expressly wish us to deliver outside England, we are entitled to levy extra charges.
- b. All prices published by the Seller relate to flat, rectangular or square glasses only. Shaped or Angled glasses are subject to extra charge by the Seller.
- c. A minimum charge will be applied by the Seller in the case of the supply of all processed materials. Details of such minimum charges are set out in the Seller's current price list, a copy which is available on request.
- d. Each consignment of the goods will be invoiced separately and payment against our invoice shall fall due before goods are dispatched or collected for customers without a Credit Account. Customers with a Credit Account, payment in full is due on the last day of the month following that in which the goods were despatched.
- e. If for any reason you are unable to accept delivery when due, the goods will be invoiced and payment will fall due on the last day of the month following that in which the goods are ready and due for delivery. In such cases we will, if facilities permit, store the goods at your risk until delivery and reserve the right to make additional charges for such storage and any extra handling and transportation. This clause shall not effect any rights we may have against you for failure to accept delivery.

- f. In payment time shall be of the essence and in the event of the Buyer failing to make payment as set out above the Seller shall (without prejudice to any other rights or remedies referred to herein) charge interest at the rate of 3% above the base rate of the Bank of England from time to time on all sums not paid by the Buyer such interest to be calculated from the due date down to the date of actual payment whether after or before any Judgement.
- g. If the Buyer makes default in any payment the Seller may at its option and without prejudice to any other rights or remedies suspend any further deliveries to the Buyer until the default is rectified or cancel the order or cancel or procure cancellation of any other orders which the Buyer has placed with the Seller so far as any goods remain to be delivered to the Buyer thereunder. The Seller reserves the right to recover possession of goods for which due payment has not been made by the Buyer and as against the Buyer the Seller shall be entitled to enter the premises of any person or firm or company in order to repossess such goods.
- h. If the Buyer makes default in any payment, all Warranties and Guarantees set under Clause 2(a) of this agreement will be suspended until such time that payment for the goods has been made in full.
- i. All payments are to be made without deduction or set off from any sums owing or due from us.

#### **4. Your Obligation To Us**

- a. The loading, handling, working or carrying of your own materials shall be entirely at your risk. You are responsible for the loading and unloading of the goods and also for any damage to the goods during loading and unloading, however caused.
- b. If you wish the goods to comply with any specification, you must notify us of these requirements in writing and any such specification must be agreed by us in writing, prior to us entering the Contract.
- c. You shall not assign the benefit of this Contract without our prior written consent.
- d. By accepting the quotation, you warrant that the use of the goods is appropriate to the intended application and their use complies with all local and national legislation, building regulations, standards, codes of practice and any other requirements, particularly but without limitation the safety section of BS6262 1982 British Standard Code of Practice for Glazing for Buildings and Building Regulations 2000 Document N, (and any regulations or codes of practice amending, superseding or in addition to the same) copies of which are available for inspection at our offices.
- e. You agree to indemnify us for all injury, loss or damage occurring to any person or property and against all actions, demands expenses or charges made in connection with the Contract arising from the use of the goods where the use of the goods results in injury, damage or loss due directly or indirectly to the carelessness or negligence of you or your servants or agents or to any breach by you of your obligations to us under the Contract.

#### **5. Delivery**

- a. Times or dates for despatch or delivery of goods or for completion of any works to be carried out by us are estimates only and shall not be binding upon us as a term of Contract or otherwise. In no circumstances shall we be liable for any loss or damage sustained by you in consequence of our failure to deliver, start or complete within such time or by such date or in consequence of any delay in delivery however caused.
- b. Notwithstanding Clause 6, when the goods are delivered by us, risk shall pass to you on delivery. In all other cases risk shall pass to you on despatch or collection.

- c. Where delivery is to be made by instalments each delivery is deemed to be the subject of a separate Contract and any failure by us in respect of any one delivery shall not entitle you to repudiate the Contract or any further instalments to be delivered thereunder.

## 6. Your Rights and Our Rights

- a. You agree to inspect the goods immediately upon delivery or collection and a signature by or on behalf of the Buyer of the Delivery Note without qualification shall be conclusive proof that the products were not damaged on delivery and that the correct amount of goods were delivered, any defective goods must be returned within 3 days of receipt in the same condition as they were supplied save that where the goods have been used or installed and it is not practicable to return them you must notify us in writing of the alleged defect within 3 days of delivery, no condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that unless the goods are sold by a specification in accordance with Clause 3(b) they will be suitable for any purpose or for the use under any specific conditions notwithstanding that such purpose or condition may be known or made known to us.
- b. The supply of goods hereunder shall not confer any right upon you to use any of our trademarks without our prior written consent and at all times such trademarks shall remain our property. Nor does it imply any right to use any patent which we may have or any indemnity against infringement of the right of third parties.
- c. In no circumstances can orders for goods, whether made to your specific requirements or not, be cancelled by you. In the event of such a cancellation you will be obliged to pay a restocking and handling charge for the goods and any administration costs involved in full.
- d. If you commit any breach of these terms and conditions or become insolvent or commit an act of bankruptcy or if a Receiver or Administrative Receiver is appointed over any part of your business or property, then we may defer or cancel any further deliveries and treat the Contract of which these Conditions form part as having been repudiated by you, but without prejudice to any of our rights and remedies hereunder.
- e. No failure by us whether by way of indulgence or otherwise to enforce or delay in enforcing our rights hereunder shall operate as a waiver of any of our rights.
- f. We shall not be liable for any consequential or indirect loss suffered by you whether this loss arises from a breach of contract or tort or in any way (including but not limited to loss arising from our negligence). Consequential or indirect loss shall include (but shall not be limited to) loss of profits, goodwill, contracts and consumers. Our total liability for any one claim or for the total of all claims arising from any one act or default (whether arising from our negligence or otherwise) shall not exceed the price of the goods. Without prejudice to any other time limits expressed herein, we shall not be liable for any claim unless:
  - g. Notes containing reasonable details of the claim have been given to us within three months of the matters giving rise to the claim becoming known to you, and
  - h. Legal proceedings in respect of the claim (if not previously satisfied) are begun within two years of such date.
- i. Unless otherwise specifically agreed in writing by us the goods are supplied only on these conditions and no variation from or addition thereto (whether contained in any document emanating from you or made orally by any person acting or purporting to act on our behalf) shall have effect unless it is in writing signed by a person duly authorised on our behalf. Should any of these Conditions conflict with any conditions stated in your order these Conditions shall prevail. The giving by yourselves of any delivery instructions for the goods or any part thereof or the acceptance by you of delivery of the goods or any part thereof or any document by you in confirmation of the transaction set out on the basis hereof, after receipt by you of this document, shall constitute unqualified acceptance by you of these Conditions.

## **7. Retention of Title of the Goods By Us**

- a. Title of the goods are to remain with us until we have received payment from you of the full purchase price of the goods. Any payment by you to us shall only be treated as received by us when a cheque or any other method of payment has been met on presentation or otherwise honoured and you acknowledge that you are in possession of the goods solely as bailee for us until then, In the event of any of the goods supplied being resold by you or being mixed or incorporated with any other goods which are sold by you before title therein has passed to you, you shall hold such part of the proceeds of sale as are equivalent to the price at which the goods are supplied by us to you, and an rights which you may have against the purchasers thereof, on behalf of and as trustee for us. Any monies so received by you shall be placed in a separate account so as to be readily identifiable as being our property.
- b. Until such time as title in the goods passes to you, you will store them on your premises separately from your own goods or those of any other person and in a manner which makes them readily identifiable as our goods.
- c. If you commit any breach of these terms and conditions or become insolvent or commit an act of bankruptcy or if a receiver or administrative receiver is appointed over any part of your business or property your right to possession of the goods shall cease immediately. We (including our servants and our agents) are authorised by you to enter upon any premise where the goods are stored or where they are reasonably believed to be stored, for the purpose of ensuring that the terms of this Clause 6 are being complied with and in the circumstances set out in this Clause 6 c for the purpose of removing any goods in which title has not passed to you.

## **8. Applicable Law**

- a. These Conditions shall be considered as a contract made in England and shall be governed in all respects by the Law of England and the parties agree to submit to the jurisdiction of the Courts of England.

## **9. Force Majeure**

- a. We will not be liable for any failure to deliver the goods arising from circumstances outside our control which shall be deemed to include (but shall not be limited to) war, riot, civil commotion, fire, earthquake, obstruction of private or public road or highway, acts of God, exceptional weather, strikes, lock-outs or any other form of industrial action, shortages of labour or materials and delay in delivery of materials by suppliers or sub-contractors.
- b. If we are prevented from delivering the goods in circumstances outside our control, we shall give you written notice of this fact as soon as reasonably practical after discovering the same.
- c. If the circumstances preventing our delivery of the goods are still continuing three months after you receive our notice as referred to in (b) above, either party may give written notice to the other terminating the Contract.
- d. If the Contract is terminated in the manner set out in section c above, we shall refund any payment which you have already made on account of the price of the goods not delivered, subject to deduction by us of any amount we are entitled to claim from you. We shall not be liable to compensate you for any further loss or damage caused by our failure to deliver the goods or any of them.

## **10. Where Fixing Is Carried Out By Us**

Where the supply and fixing of the goods is to be carried out by us the terms and conditions of supply are given in our terms and conditions of supply and fixing, (a copy of which is available on request.