



Glass Processing & Distribution  
The Glass Works  
Wotton Road, Kingsnorth Industrial Estate  
Ashford, Kent TN23 6LN  
Tel: (01233) 632245

## **Terms and Conditions of Sale**

### **1. Definitions**

In these conditions 'The Company' means Glass Services Ltd; 'The Buyer' means any company, agent or individual from whom The Company received an order which the Company has accepted (in writing); 'The Goods' means the products, materials and/or services to be supplied by The Company.

### **2. Applicability of Conditions**

Glass Services Ltd accepts orders for the supply of Goods subject only to these conditions. The Buyer accepts that these conditions shall govern relations between themselves and The Company to the exclusion of any other terms including without limitation, conditions and warranties (written or verbal, implied or expressed) even if contained in any of the Buyer's documents which purport to provide that the Buyer's own terms shall prevail. No variation of these conditions or of any quotation or order rising therefrom shall be valid unless agreed in writing between The Company and the Buyer.

Glass must be used in accordance with the relevant British & European Standards and Building Regulations. It is the responsibility of the Buyer to ensure that the application is appropriate for a particular use and meets all legal requirements and codes of practice.

### **3. Price**

Unless fixed prices have been specifically agreed by the Company, all prices are subject to alteration without notice.

Goods will be invoiced at prices ruling at date of dispatch or collection.

All prices are quoted exclusive of Value Added Tax (VAT) and VAT will be added to all invoices at the date applicable on the tax point date which date shall be the date of invoice.

Where before delivery or the date of the invoice, whichever is the earlier, the Goods become subject to any additional VAT or other tax surcharge, in excess of the sum specified for such liabilities in the Company's quotation or invoice, the Buyer shall be charged and will pay such extra duty, or surcharge.

### **4. Certificates of Conformity**

The Company shall not be required to supply certificates unless requested. Certificates can be downloaded from the Company's website.

## 5. Tolerances and General Glass Working

All orders of the following are subjected to the following tolerances. The Company shall be deemed to have fulfilled its contract if goods fall within these tolerances.

- Stock (uncut) Sheet Glass: +/- 10mm
- Cut Sheet Glass: +/- 2mm
- Processed Glass: +/- 2mm
- Sealed Units: General sealed units: +/- 3.0mm (not oversize, templated etc)
- Processed or Cut items made to a template: +/- 3.0mm, dependent on template quality

Unless specifically stated prices do not provide for making templates for shaped or bent plates and for other special works such as the removal of fittings, alteration of frames etc.

Cutting and glazing of wired and patterned glass to line through will be charged extra.

The lining up of Pyroshield (Georgian Wired Glass) is to be one way within the limits of manufacture.

Qualities of Plate, Sheet or Float Glass, unless stated otherwise, are respectively for glazing purposes or of ordinary glazing quality.

## 6. Delivery

Delivery or collection shall be deemed to be effective when the Goods have been unloaded and signed for at the delivery address nominated by the Buyer or their agent for delivery, or the goods are to be collected by the Buyer or their agent and have been loaded onto the collecting vehicle.

In the event that the Buyer or their agent is not present at the delivery address to accept delivery, the Company will contact the Buyer or their agent to make further arrangements.

It is the Buyer's responsibility to ensure the Goods are checked on delivery or collection and to acknowledge that they have been received in good condition.

If the Buyer or their agent requests that the Goods are left and unsigned for, or the delivery note is marked "unchecked" at the time of delivery, the Company will not accept subsequent claims made in relation to the Goods.

The unloading of glass offered for delivery is the responsibility of the Buyer and no charge will be accepted by the Company for this operation.

## 7. Time of Delivery

Any periods of time quoted or accepted by the Company for delivery, completion or collection of the order are to be treated as estimates only, not involving the Company in any liability to the Buyer in respect of loss suffered as a result of failure to dispatch, deliver or complete within such a period of time.

## 8. Storage

If the Company does not receive delivery instructions sufficient to enable dispatch to be made within 14 days after notification that the goods are ready for dispatch the Buyer shall be deemed to have taken delivery and the Company may (without prejudice to any of its other rights) dispose of the Goods ordered or may arrange for storage of the Goods at the premises of the Company or elsewhere as the Company may so determine at the cost of the Buyer.

The Company's storage receipt or that of my third party warehouse or similar depository shall be deemed valid for all purposes including without limitation claiming payments under any relevant letter of credit as if it were the Buyer's receipt for a clean bill of delivery or other document as is called for to evidence or effect delivery of the Goods.

## 9. Claims

Notice of any claim regarding to shortage, damage or defect to the Goods shall be made to the Company in writing on delivery of the Goods. In the event of loss or non-delivery of Goods the Buyer shall notify the Company in writing on the delivery note.

In the event that damage or defect is noted on delivery, but the Buyer accepts/takes delivery, then the Company is deemed to have fulfilled delivery. The Company will not accept claims made after such an event.

The Company will consider claims only if the above conditions have been met and the claim is signed by the Buyer and accompanied by full particulars giving the delivery note and Buyer's order number, the copy of the delivery note in respect of the Goods which, in the case of shortage, damage or defect to the Goods must bear an appropriately qualified signature (e.g. *'Glass damaged, returned to Glass Services, (Signed)'*).

Goods claimed to be defective must be returned immediately and if it is agreed by the Company that they are defective they will be replaced or repaired free of charge, or at our option, allowed for credit, provided that such credit shall not exceed the value of the goods as invoiced and provided that the Buyer shall return the goods in the same condition as they were supplied.

The Company's liability hereunder in respect of any shortage, loss or damage to the Goods shall be limited to the proportion of the price attributable to the goods lost or damaged.

## 10. Changes to Orders (Variations)

If the Company makes a variation to the Goods in any way from the agreed specification at the Buyer's request, the Buyer shall pay in addition to all other sums payable under its contract the cost of the variation insofar as the same increases the cost incurred by the Company in performing this contract.

The contract price is based on costs current at the date of order. If during the period between the order date and the date of actual delivery such costs are increased to the Company by result of variation by the Buyer, the Company reserves the right to charge the Buyer such additional costs as incurred by the Company in performing its contract.

The Company reserves the right to substitute Goods ordered with Goods of equal or superior quality at no further notice.

## 11. Payment Terms

Payment will be due on delivery for supply on a "Cash on Delivery" basis.

Where a payment or deposit has been made the balance will be due on delivery of the goods.

Accounts are only opened upon receipt of two trade references and one banker's reference.

A statement of the invoices and the account for the month will be sent by post. No dispute on any transaction will be accepted unless notified in writing within 14 days of receipt of the goods.

Accounts are payable by the end of the month following the month in which delivery took place (30 days).

Where only part of the Goods are dispatched, payment shall be made of the contract price attributable to that part.

In the event of any delay or disruption in dispatch or delivery which is attributable to the Buyer's actions or failure to act, the Buyer shall make payment to the Company in accordance with the above as if the Goods had been delivered at the times at which but for such delay or disruption to such delivery would have taken place.

Unless otherwise agreed in writing the contract price shall be paid in pounds Sterling.

If any payment falls into arrears the Company shall have the right to cancel or postpone performance of the contract(s) wholly or in part and to be paid immediately for performance of the contract(s) to date.

Should the Company not receive the full amount owed within its terms of payment it will instruct debt collectors, who have the Company's permission to recover the debt, to take whatever action is necessary to recover the debt.

Should it be necessary to place the recovery of the debt in the hands of a debt collector the Buyer will be liable for their costs and any Court costs, in addition to the original debt. The Company will recover the additional debt collector's and Court costs by whatever action is necessary to recover these costs.

No claim by the Buyer under warranty or otherwise shall entitle the Buyer to any deduction, retention or withholding of any part of any sums due for payment hereunder.

The Buyer shall not be entitled to any set-off of obligations within or between contracts with the Company.

The Company reserves the right to withdraw credit facilities at any time, without notice.

## **12. Risk and Title**

Risk passes to the Buyer on delivery of the Goods.

Whilst risk in Goods supplied to the Buyer under the contract shall pass on delivery, legal and beneficial ownership of the Goods shall remain with the Company until such times as the Company has received payment in full.

If payment for any Goods is overdue whether in whole or in any part and any Goods have been delivered to the Buyer the Company may without prejudice to any of its other rights enter upon the Buyer's premises to recover and/or resell the Goods or such of them as the Company in its absolute discretion may designate as necessary to recover the amount of payment overdue and the Company's reasonable costs incurred in giving effects to its rights hereunder and for their purposes the Buyer hereby irrevocably authorises the Company to enter and take all necessary and reasonable steps upon the premises of the Buyer.

Until the Company is paid in full for all goods supplied the Buyer is and shall remain a fiduciary for the Company in respect of the Goods and if the Buyer sells or allows to be sold the Goods the proceeds of sale shall be held in an identifiable account and the beneficial interest of the Company shall have the right to trace such proceeds of sale.

If any of the Goods are incorporated or used in other products before full payment for all Goods supplied under the contract has been made, title in such products shall be and remain with the Company until full payment has been made or such products have been sold and all of the above provisions of this clause shall extend to such products.

## **13. Warranty**

The Company warrants that the goods are within its usual tolerances as to quality and finish and shall replace or at its option refund the purchase price applicable of any Goods which do not in its sole opinion comply with its warranty, provided always any claim under this warranty is made within the specified warranty period of the particular product after the date of delivery of the Goods alleged to be defective.

The Buyer assumes responsibility for the capacity or the performance of the Goods being sufficient and suitable for their intended use.

Warranty periods on the following products are issued by the Company at its own discretion and only if all correct methods of transport, storage, installation and product selection have been correctly followed:

- Sealed units into dry/well drained uPVC frames: 10 years
- Sealed units into timber frames: 5 years
- De-silvering of mirror backing: 12 months
- Painted glass (Splashbacks, Wipeboards): 5 years

#### **14. Cancellation by the Buyer**

The Buyer may cancel or suspend an order only with the Company's prior consent following agreement by the Buyer to reimburse the Company in an amount to be determined by the Company.

#### **15. Termination by the Company**

The Company shall (without prejudice to any of its other rights hereunder) be entitled to terminate any order forthwith by written notice to the Buyer if the Buyer shall:

- Become insolvent
- Fail to pay any amounts falling due (whether under these conditions or otherwise) to the Company within 30 days of the payment is due
- Suffer the appointment of a Receiver
- Pass a resolution for Winding-up (other than for purposes of bona fide amalgamation or bona fide reconstruction)

#### **16. Limitations of Liability**

The Company shall not be responsible for defects or failures in glazing or fixing as a result of unsuitable frames, systems or structures being used by the Buyer or clients or agents of the Buyer.

Handling or working or transporting the Buyer's own glass or other property is at the Buyer's risk.

The Company shall not be liable for any expenditure loss (including without limitation economic indirect and consequential loss) damage or injury (other than personal injury arising out of negligence for which we must accept liability in accordance with the Unfair Contract Terms Act 1977 where you are a UK customer for UK supply) arising out of any use or dealing with the Goods howsoever such expenditure loss damage or injury shall arise and whether from any defect in the Goods or otherwise.

Any contractual arrangement between the Company and Buyer is subject to maximum public liability of £2 million. If cover is required in excess of £2 million this can be arranged as an extra to such arrangement.

#### **17. Force Majeure**

In the event of the Company being delayed in or prevented from performing its obligations hereunder owing to any cause whatsoever beyond the Company's control including without limitation act of God, war, strikes, lockouts, trade disputes, difficulty in obtaining workmen or materials, breakdown of equipment, or my other cause, the Company will not be liable for any loss, damage or expenses incurred and shall be at liberty to terminate or suspend orders without incurring any liability rising therefrom.

#### **18. Law and Interpretation**

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

Revision date: 17/01/2020

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