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Terms & 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

- 2.1 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.
- 2.2 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.
- 2.3 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

- 3.1 Any quotation given by the Company is valid for 30 days only unless otherwise stated therein.
- 3.2 Unless otherwise stated in the Company's quotation, the Price of the Goods does not include:
 - 3.2.1 Packaging and delivery, which shall be charged in addition at the Company's prevailing rates at the time of acceptance of order.
 - 3.2.2 The provision of a test certificate (if required).
 - 3.2.3 VAT, or any other customs duty or sales tax which may be added as required by rules or regulations currently in force, which shall be paid in addition at the rate prevailing on the date of the VAT invoice.
- 3.3 Unless fixed prices have been specifically agreed by the Company in writing, all prices are subject to alteration without notice.
- 3.4 Goods will be invoiced at prices ruling at date of dispatch or collection.
- 3.5 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.
- 3.6 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.
- 3.7 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.

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

Unless otherwise stated, standard pricing is based on normal tolerances listed below. Where sizing/tolerances are required outside normal, the buyer must first contact the Company clearly stating their requirements. The Company will then advise and where necessary quote accordingly to meet agreed sizes/tolerances.

- Stock (uncut) Sheet Glass: +/- 25mm
- Cut Sheet monolithic Glass: +/- 2mm < 3sqm or 3000mm
- Cut Sheet laminated Glass: +/- 3mm < 3sqm or 3000mm
- Cut Sheet monolithic Glass: +/- 4mm > 3sqm or 3000mm
- Cut Sheet laminated Glass: +/- 5mm > 3sqm or 3000mm
- Standard edge-worked Processed Glass: +/- 2mm < 2sqm or 2000mm
- CNC edge-worked Processed Glass: +/-1mm
- Standard Sealed Units: +/- 2.5mm (not oversize, templated)
- Standard Processed or Cut items made to a template: +/- 2.5mm, (dependent on template quality)

6. Quality Standards

Supply is made on the basis of Glass used in Building and Construction. Not Marine, Automotive or Aviation unless stated or agreed by the company

- Sealed units – Manufactured in accordance with EN 1279
- Laminated glass - Manufactured in accordance with EN1 4449
- Toughened glass - Manufactured in accordance with EN 12150-1

7. Visual Standards & Appearance

- 7.1.1 Sealed units. As per guidelines outlined by the GGF. Glass Glazing Federation
- 7.1.2 Visual quality for all other processed goods will be at the discretion of the Company. Unless otherwise stated, supply will be ordinary quality as per normal price quoted /charged.
- 7.1.3 Selective cutting from materials to avoid or include minor defects/inclusions or features will be charged extra. This includes lining up wires or patterned glass to other objects or cut items.
- 7.1.4 Printed or rolled glass is subject minor imperfections. Minor roller or print misalignment, seeding and thickness variations will not be deemed as faults.
- 7.1.5 It is the buyers responsibility to note their requirements in full at time of enquiry or order, including whether there are any additional quality requirements.

6. Delivery

- 6.1 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.
- 6.2 In the event that the Buyer or their agent is not present at the arranged delivery address to accept delivery, the Company will at its own discretion decide if delivery can be completed.
- 6.3 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.
- 6.4 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.
- 6.5 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 30 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

- 9.1 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.
- 9.2 In the event of loss or non-delivery of Goods the Buyer shall notify the Company in writing on the delivery note.
- 9.3 In the event that damage or defect is noted on delivery, but the Buyer chooses to accept/take delivery, then the Company will at its discretion decide if delivery as been fulfilled. The Company will not accept claims made after such an event.
- 9.4 The Company will consider claims only if the following 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 identifying persons and a note (e.g. *'Glass damaged, returned to Glass Services, (Signed)'*).
- 9.5 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.
- 9.6 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)

- 10.1 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.
- 10.2 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.
- 10.3 The Company reserves the right to substitute Goods ordered with Goods of equal or superior quality at no further notice.

11. Payment Terms

- 11.2 Where a payment or deposit has been made the balance will be due on Delivery of the goods.
- 11.3 A statement of the invoices and the account for the month will be sent by email.
- 11.4 No dispute on any transaction will be accepted unless notified in writing within 14 days of receipt of the goods.

- 11.5 Accounts are strictly payable by the end of the month following the month in which delivery took place (30 days).
- 11.6 Accounts falling overdue by 7 days will be placed on hold. This means;
- 11.6.1 No new orders can be placed.
- 11.6.2 Delivery of goods will be suspended
- 11.6.3 We will continue to manufacture all confirmed orders.
- 11.7 Should an account reach its arranged credit limit, the Buyer agrees to make interim payment(s) to keep the account within its arranged credit terms.
- 11.8 Where only part of the Goods are dispatched, payment shall be made of the contract price attributable to that part.
- 11.9 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.
- 11.10 Unless otherwise agreed in writing the contract price shall be paid in pounds Sterling.
- 11.11 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.
- 11.12 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.
- 11.13 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 collectors and Court costs by whatever action is necessary to recover these costs.
- 11.14 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.
- 11.15 The Buyer shall not be entitled to any set-off of obligations within or between contracts with the Company.
- 11.16 The Company reserves the right to withdraw credit facilities at any time, without notice.
- 11.17 The Company reserves the right to charge interest and a fixed compensation fees under the Late Payment of Commercial Debts (Interest) Act 1998

12. Risk and Title

- 12.1 Risk passes to the Buyer on delivery of the Goods.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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

- 13.1 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.
- 13.2 The Buyer assumes responsibility for the capacity or the performance of the Goods being sufficient and suitable for their intended use.
- 13.3 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/drained frames: 10 years
 - Sealed units into timber frames: 5 years
 - Silicone sealed units: 5 years
 - De-silvering of mirror backing: 12 months
 - Solvent based painted glass: 5 years
 - Ceramic painted glass: Lifetime
 - UV Bonding: 12 months

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

- 15.1 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

- 16.1 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.
- 16.2 Handling or working or transporting the Buyer's own glass or other property is at the Buyer's risk.
- 16.3 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.
- 16.4 Any contractual arrangement between the Company and Buyer is subject to maximum public liability of £5 million. If cover is required in excess of £5 million this can be arranged as an extra to such arrangement.

17. Personal Data

- 17.1 The Company will use Personal Data given by the Customer to:
- (a) register the Customer as a new customer;
 - (b) supply the Goods;
 - (c) process payments and otherwise comply with its obligations in these conditions/the Contract;
 - (d) give information about the Goods;
 - (e) manage the Company's relationship with the Customer; and
 - (f) give information about other products and/or services that the Company may provide (but the Customer may stop receiving this at any time by contacting the Company).
- 17.2 The Company will hold and process Personal Data in accordance with its privacy policy, a copy of which is available on its website.
- 17.3 The Customer and the Company will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 17.4 The Company is the data controller and responsible for the Customer's Personal Data.
- 17.5 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration of the Contract.
- 17.6 The Company shall, in relation to any Personal Data processed in connection with the performance of the Contract:

(a) process that Personal Data in accordance with its privacy policy or on the written instructions of the Customer unless the Company is required by law to process the Personal Data;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) only transfer any Personal Data outside of the European Economic Area where the following conditions are fulfilled:

- (i) appropriate safeguards are provided in relation to the transfer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) the Company complies (where possible) with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) respond to any reasonable request from a Data Subject and ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a Personal Data breach; and

(g) at the written direction of the Customer but subject always to the Company's privacy policy, alter the Customer's preferences regarding marketing or delete or archive the Personal Data of the Customer.

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 any 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 arising 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.