

## TERMS and CONDITIONS of SALE

All orders accepted by Glazing Vision Limited are subject to the following Terms and Conditions (**Conditions**) which shall apply to the exclusion of all terms and conditions that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**The Buyer's attention is drawn to clause 5 in relation to Site Measures, clause 14.2 in relation to Contract Lifting Services and clause 21 in relation to Liability. Please note, there are some clauses marked specifically for consumers only and some clauses marked specifically for business customers.**

### 1. Definitions

- a. 'Additional Charges' means the charges in addition to the price provided in the Quotation and as detailed in clause 9.7;
- b. 'Appointed Person' means the person, in relation to Contract Lifting Services, given the authority to assess, plan and organise the work; to select suitable or appropriate plant and equipment, to ensure statutory documentation is current and in order; to provide instruction and supervision for the work to be undertaken safely; and to stop the work whenever he considers danger is likely to arise if it were to be continued.
- c. 'Buyer' means the party placing the Order and includes the Buyer's employees, agents, permitted assignees, successors and personal representatives.
- d. 'Contract' means these Conditions together with the Order, the Warranty and any other terms agreed in writing as incorporated into the Contract and signed by a duly authorised representative of the Seller.
- e. 'Contract Equipment' means any Lifting Appliance and other equipment and accessories used or intended to be used by the Seller in performing, or in connection with, the Contract Lifting Services.
- f. 'Contract Lifting Services' means the supply of a supervised lifting service including planning and execution of the lifting operation in accordance with the relevant Regulations and Codes of Practice and may include the removal, transportation, storage and installation of Goods.
- g. 'Contract Lifting Price' means the price agreed by the Seller and the Buyer as payment for the performance by the Seller of the Contract Lifting Services.
- h. 'Conditions' means these terms and conditions of sale.
- i. 'Confirmation of Order' means the confirmation of order notified to the Buyer by the Seller.
- j. 'Crane Supervisor' means the person who supervises the lifting operation within the safe system of work developed by the Appointed Person and has the authority to stop the operation if he deems it unsafe to continue.
- k. "Ex-Display" means typically end of line products, products that have been manufactured for marketing purposes, or products that may have been cancelled.
- l. 'Force Majeure Event' means an event that is outside of the Seller's control, as set out in clause 24.
- m. 'General Assembly Drawings' means the drawings as produced by the Seller and provided to the Buyer before engineering drawings are produced and manufacture starts.
- n. 'Goods' means the goods that are subject to the Contract, details of which are set out in the Quotation.
- o. 'Lifting Appliance' means work equipment for lifting or lowering loads and includes its attachments used for anchoring, fixing or supporting it.
- p. 'Manufacture Completion' means once the Goods has passed final quality control checks and is signed off as ready for dispatch.
- q. 'Operating and Maintenance Manuals' means the operating and maintenance manuals provided to the Buyer by the Seller with the Goods.
- r. 'Order' means the order for the Goods and/or Services as accepted by the Seller in the Buyer's signed acceptance of the Quotation.
- s. 'Pre-installation Checklist' means the form provided to the Buyer by the Seller and which must be completed and returned to the Seller prior to installation in accordance with clause 4.4.
- t. 'Pre-installation Survey' means an on-site survey by the Seller prior to installation as detailed in clause 4.4.

- u. 'Pre-manufacture survey' means an on-site measure by the Seller to confirm dimensions prior to the rooflight being manufactured.
- v. 'Post-manufacture survey' means an on-site measure by the Seller to confirm the dimensions once the rooflight has already been released to manufacture for sizes confirmed by the buyer.
- w. 'Quotation' means the quote for the Goods and/or Services provided to the Buyer by the Seller.
- x. 'Seller' means Glazing Vision Limited.
- y. 'Services' means the installation of the Goods (and where appropriate the Contract Lifting Services) at the address specified by the Buyer, as required by the Buyer.
- z. 'Regulations and Codes of Practice' means the Lifting Operations and Lifting Equipment Regulations 1998, the Provision and Use of Work Equipment Regulations 1998, the British Standard Codes of Practice for the Safe Use of Cranes, as amended from time to time, and/or any other Regulations or Codes of Practice which may supersede them.
- aa. 'Standard Drawings' means standard drawings as detailed on the Quotation and sent to the Buyer with the Confirmation of Order;
- bb. 'Warranty' means a ten year warranty provided on Goods installed by the Seller or as detailed in the warranty document provided by the Seller in respect of the Goods sold under the Contract and as detailed on <https://www.glazingvision.co.uk/resources/warranties>.
- cc. 'Made to measure' these are goods that are produced from a schedule and utilise standard drawings;
- dd. 'Bespoke' these are one off rooflights where the seller will produce general arrangement drawings.
- ee. 'Installation' - refers to fixing and securing rooflights to weathered upstand or openings by Seller or Buyer, unless otherwise agreed Seller is not responsible for unloading rooflights from delivery vehicle or distribution on site to point of installation.

## 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 and (where appropriate) Services detailed in the Quotation to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any discussions between the Buyer and Seller prior to the Order being placed by the Buyer do not form part of the Contract.

## 3. **Entire Agreement**

### **Clause 3.1 applies to business customers only.**

3.1 These Conditions and the documents referred to in it constitute the entire agreement between the Seller and the Buyer and supersede any previous agreement between the Seller and the Buyer. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract.

3.2 The Seller may revise these Conditions from time to time to reflect any changes in relevant laws, regulatory requirements or in the Goods and Services.

## 4. **Order**

4.1 The Seller will provide the Quotation to the Buyer and such Quotation shall not constitute an offer to provide the Goods and / or Services.

4.2 When the Buyer signs and places an order to the Seller as per the details set out in the Quotation, this shall not mean that the Seller has accepted the Buyer's order for Goods and / or Services. The Seller's acceptance of the order will take place as described in clause 4.3. If the Seller is unable to supply the Buyer with the Goods and / or Services, the Seller will inform the Buyer of this and the Buyer will not process the order.

4.3 These Conditions will become binding on the Seller and the Buyer when the Seller notifies the Buyer of the Seller's acceptance of the Order, by way of Confirmation of Order, and these Conditions together with the Order will form a binding contract between the Seller and the Buyer (the "Contract"). The Seller shall confirm lead times to the Buyer when notifying the Buyer of the Confirmation of Order. Please note lead times cannot be guaranteed as they are constantly under review. A program will be issued by the Project Manager, once the order has been released to manufacture. Where the Services to be provided by the Seller under the Contract include Contract Lifting Services, the commencement of the Contract will be subject to availability of the Contract Equipment at the time requested.

4.4 The Seller will carry out a Pre-Installation Survey at the Buyer's site prior to installing the Goods and/or providing the Services including for the avoidance of doubt but not limited to any Contract Lifting Services. If the Seller cannot carry out the Pre-installation Survey, the Seller will provide the Buyer with a Pre-installation Checklist, which must be completed by the Buyer and returned to the Seller promptly but at least five days prior to the earliest installation date as agreed between the parties.

4.5 If the Seller is unable to carry out a Pre-Installation Survey for any reason caused by the Buyer or if the Buyer fails to provide a fully completed Pre-Installation Checklist, in accordance with the timeframe set out in clause 4.4:

4.5.1 the Seller will not commence the Services on the installation date agreed between the parties and the installation date will not be rearranged until a Pre-Installation Survey has been rearranged or a Pre-Installation Checklist has been completed and provided to the Seller, and any new installation date will be at the Seller's sole discretion. The Seller shall not be liable to fulfil any of its obligations under the Contract, including but not limited to, providing the Goods and/or Services, until such information has been provided to the Seller and the Seller shall not be responsible for or liable for any delays in delivering Goods or supplying the Services;

4.5.2 in addition to the charges payable under clauses 13.5 to 13.7, where the Services includes Contract Lifting Services, the Buyer shall be liable for all liabilities, costs, claims, losses and expenses suffered, sustained or incurred by the Seller, arising from, in connection with or relating to the Seller having to rearrange the Contract Lifting Services; and

4.5.3 the Buyer may incur an Additional Charge in accordance with clause 9.7.

4.6. If on commencement of the Services, the Seller reasonably believes that the information provided by the Buyer in the Pre-installation Checklist is false, incomplete, incorrect or misleading, the Seller shall at its sole discretion:

4.6.1 wait a maximum of one hour on the installation date to allow the Buyer to rectify any issues arising as a result of such false, incomplete, incorrect or misleading information. If any such issues cannot be rectified by the Buyer on the same day and within such timeframe, the Seller may at its sole discretion act in accordance with 4.6.2 below;

4.6.2 re-arrange the installation date and the Buyer shall incur an Additional Charge in accordance with clause 9.7 and shall be liable for all liabilities, costs, claims, losses and expenses suffered, sustained or incurred by the Seller, arising from, in connection with or relating to the Seller having to rearrange the installation date, which for the avoidance of doubt shall include but is not limited to, the charges payable under clauses 13.5 to 13.7, further installation charges and, if applicable, further delivery charges (for redelivery of Goods).

4.7 The Seller shall assign an order number to the Order and inform the Buyer of it on the Confirmation of Order. The order number should be quoted by the Buyer in all subsequent correspondence with the Seller in relation to the Order.

4.8 The Seller's Quotation is without engagement on its part and is subject to the Confirmation of Order. Quotations are subject to withdrawal at any time before the Seller's Confirmation of Order is given to the Buyer and shall be deemed to be withdrawn unless so accepted within 90 days from their date.

## 5. Site Measures

5.1 If the Buyer has ordered a site measure, the Seller shall carry out either a Pre-Manufacture Site Measure or a Post-Manufacture Site Measure as defined in this clause 5.1 and as agreed between the parties. The **Pre-Manufacture Site Measure** (an on-site survey to inspect and measure the site at the Buyer's delivery address to determine effective manufacture of the Goods and/or provision of the Services to the Buyer and to report next steps to the Buyer) shall be carried out prior to manufacturing the Goods. An on-site survey to ensure measurements provided by the Seller remain accurate, for the effective provision of Services and to determine effective delivery of the Goods or provision of the Services to the Buyer (**Post-Manufacture Site Measure**) shall be carried out upon completion of the manufacture of the Goods.

5.2 The Buyer must provide access or health and safety equipment that may be required, such as scaffolding towers or edge protection, for the Seller to carry out any site measures. If the Buyer fails to provide such access and health and safety equipment, the Seller shall be unable to fulfil the Order and the Buyer will be charged at the full site measure rate and an Additional Charge in accordance with clause 9.7.

5.3 The Buyer must ensure all openings are fully formed including upstands/kerbs where applicable, which must be fully weathered for the Seller to carry out any pre-manufacture survey or post manufacture site survey.

5.4 The Seller will not deliver the Order or perform the Services until successful completion of any site measures as described in this clause.

5.5 If the Buyer cancels its Order following any site measure, the Buyer will be charged at the full site measure rate and for an Additional Charge in accordance with clause 9.7 for any costs incurred by the Seller in connection with carrying out the Pre-Manufacture Site Measure or Post-Manufacture Site Measure.

5.6 If the Buyer fails to prepare the site as instructed by the Seller following any site measure and the Seller is therefore unable to fulfil the Order, the Buyer will be charged at the full site measure rate and an Additional Charge in accordance with clause 9.7 for any other costs and expenses incurred by the Seller in connection with carrying out the Pre-Manufacture Site Measure or the Post-Manufacture Site Measure.

5.7 The Buyer will be charged for any increases in the price of the Order as a result of any delay in completing any site measure due to circumstances within the Buyer's control.

## 6. Made-to-measure Goods

6.1 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.

6.2 Subject to clause 6.8, the Seller will not accept the return of made-to-measure Goods.

6.3 The Seller shall not be liable for any defect in the Goods arising from the Seller following the Buyer's specifications or arising out of any failure of the Buyer to provide such information and/or drawings.

6.4 If the Seller designs the Goods for the Buyer, the Seller will own the copyright, design right and all other intellectual property rights in the Goods and any drafts, drawings or illustrations the Seller makes in connection with the Goods for the Buyer.

6.5 For all made-to-measure Goods the Seller will provide the Buyer with Standard Drawings and for bespoke rooflights the Seller will provide the Buyer with General Assembly Drawings, both of

which are produced by the Seller in accordance with the information set out in the Quotation and the information provided by the Buyer to the Seller. The General Assembly Drawings must be approved by the Buyer prior to the Goods being manufactured and no changes can be made once the General Assembly Drawings have been approved by the Buyer.

6.6 If upon receipt of the General Assembly Drawings the Buyer requests any changes to it, the Seller will assess the anticipated design time that will be required by it to make the changes. The Seller's pricing includes one set of minor changes to the General Assembly Drawings and for this purpose "minor changes" are those that can be completed by the Seller within 10 hours or less of design time. If it will require over 10 hours of design time for the Seller to make the changes, the Buyer must pay an hourly design rate (in accordance with the Seller's standard hourly rates at the time the Order is placed available upon request) for the time taken to make such changes, excluding the first 10 hours. Where the Seller anticipates that the design time it will take to make the changes to the General Assembly Drawings requested by the Buyer will exceed 10 hours, the Seller will notify the Buyer of the estimated additional charges to make the changes, as detailed in clause 9.7. The Buyer must notify the Seller within seven days of the date of such notice if it does not wish to proceed with such changes, in which case, the Buyer may cancel the Contract and the Buyer shall be liable to the Seller for payment of all liabilities, costs, claims, demands, expenses, damages, interest, legal costs and losses suffered, sustained or incurred by the Seller directly or indirectly, arising from, in connection with or relating to the Seller fulfilling the Order up until the date of cancellation. Any delay by the Buyer to request additional changes beyond seven days will affect lead times and costs to the Buyer. If the Seller does not receive any such notice from the Buyer within 7 days, the General Assembly Drawings will be deemed to have been approved by the Buyer and the additional charges accepted.

**Clause 6.7 applies to business customers only.**

6.7 The Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the specification supplied by the Buyer. This clause 6.7 shall survive termination of the Contract.

**Clause 6.8 applies to consumers only.**

6.8 This clause 6 will not affect the Buyer's legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about the legal rights of consumers is available from a local Citizen's Advice Bureau or Trading Standards office.

**7. Goods and Specification**

7.1 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 set out in clause 6 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 adversely material way the nature of the Goods. The Seller reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements. The Buyer shall have no cause of action in respect of any such change.

7.2 Notwithstanding any specifications the Buyer agrees with the Seller, the Goods are manufactured to the descriptions, weights and dimensions as set out in the Quotation 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.

7.3 The Seller shall not be under any liability in respect of any descriptions, images, specification weights, illustrations, samples, drawings or dimensions or other matters in relation to the Goods contained in any materials including, but not limited to, any website, forwarding specifications, drawings, catalogues, brochures trade publications and marketing and advertising materials other than in the Contract itself. Whilst the Seller has made every effort to display the colours accurately, the Seller cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Any Goods supplied under the Contract may vary slightly from those images. Such images are for illustrative purposes only and they shall not form part of the Contract or have any contractual force.

7.4 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 or the changes may be impossible.

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

7.6 The Goods will be designed (where applicable) 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 (Pitchglaze, Pitchvent and Pitchridge use internal dimensions, the buyer should always refer to the sellers drawings).

7.7 The Buyer accepts that the Seller uses known visual quality standards Hadamar 2019 for glass and Qualicoat for paint finishes or as specified on the Quotation. The Buyer can request a copy of such visual quality standards from the Seller.

## 8. Use

8.1 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.

8.2 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.

8.3 A standard paper copy of the Operating and Maintenance Manual can be requested. An electronic copy is available from the Seller's website at [www.glazingvision.co.uk](http://www.glazingvision.co.uk). Further paper copies of the Operating and Maintenance Manual may incur Additional Charges in accordance with clause 9.7.

8.4 It is the responsibility of the Buyer to ensure that the Goods are appropriate to their application and that their use complies with all up-to-date local and national legislation, building regulations, standards, codes of practice and any other requirement.

## 9. Price

9.1 The price of the Goods and/or the Services (other than Contract Lifting Services) will be set out using the Seller's pricing database (OMNIS) in force at the time the Order is confirmed.

9.2 Unless otherwise agreed (at the Seller's discretion) when the Order is placed, the price quoted for the Goods excludes delivery, installation and any Contract Lifting Services, which shall be itemised to the Buyer separately on the Quote and invoice. Delivery will be charged at such rates which the Seller (in its sole discretion) considers as fair and reasonable in respect of that delivery. Special delivery arrangements may incur Additional Charges in accordance with clause 9.7.

9.3 Contract Lifting Services will be specifically quoted for as set out in the Quotation.

9.4 All prices are net 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 rates being applicable is provided by the Buyer, at the time of order.

9.5 It is always possible that, despite the Seller's best efforts, some of the Goods for sale may be incorrectly priced. The Seller will normally check prices as part of the despatch procedures so that, where the Goods' correct price is less than the stated price, the Seller will charge the lower amount when dispatching the Goods to the Buyer. If the Goods' correct price is higher than the price stated the Seller will contact the Buyer.

9.6 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.

9.7 If the Buyer fails to fulfil its obligations or requires any goods or services which fall outside of the scope of the Quotation and in addition to the Goods and/or Services included in the Quotation, the Seller is entitled to charge the Buyer the Additional Charges in addition to the prices outlined in the Quotation detailed in this clause 9.7:

<b>Goods and/or services and/or charges which fall outside of the scope of the Quotation</b>	<b>Additional Charge</b>
Increases in the price of the Order as a result of any delay in completing any site measure due to circumstances within the Buyer's control as detailed in clause 5.7.	Calculated on a time and materials basis in accordance with the Seller's standard rates available upon request.
Additional paper copies of the Operating and Maintenance Manuals, and as detailed in clause 8.3.	To be agreed between the Buyer and the Seller at the time of the Buyer's request.
Urgent orders (which have not been cancelled within five working days of the Seller's notification of additional charges in accordance with clause 9.8 below), and as detailed in clause 9.9.	Calculated on a time, materials and delivery services basis in accordance with the Seller's standard rates available upon request.
Special delivery requirements as detailed in clause 9.2.	A fair and reasonable charge in respect of that delivery at the Seller's discretion.
Delayed delivery following attempted or failed delivery of all or any part of the Goods (if the Buyer requests that the delivery or collection of the Goods be delayed by longer than seven days from the Dispatch Date), as detailed in clause 12.7.	Calculated on a time and materials basis in accordance with the Seller's standard rates available upon request.
Storage of all or any part of the Goods following attempted or failed delivery, as detailed in clause 12.7.	Calculated on a time and materials basis in accordance with the Seller's standard rates available upon request.
Lack of health and safety equipment to carry out any site measures, as detailed in clause 5.2.	Calculated on a time and materials basis in accordance with the Seller's standard rates available upon request.
Incomplete or inaccurate information provided by the Buyer to the Seller to fulfil the Order, including but not limited to, information requested by the Buyer for the Pre-installation Survey, Pre-installation Checklist, Pre-Manufacture Site Measure, Post-Manufacture	Calculated on a time and materials basis in accordance with the Seller's standard rates available upon request.

Site Measure, as detailed in clauses 4.5.3, 4.6.2, 5.5 and 5.6.	
Return visits to complete the installation or commissioning of the Goods, for example, including but not limited to prevailing weather conditions such as persistent rain and/or low temperatures are unsuitable for the effective application of the sealant required for silicone joints or EPDM bonding, as detailed in clauses 13.4 and 13.10.	Calculated on a time and materials basis in accordance with the Seller's standard rates available upon request.
If the client fails to prepare the aperture/site in accordance with the information provided after either a pre/post site measure 5.6 or site survey and the installation cannot therefore proceed then the seller reserves the right to charge for an aborted installation	Calculated on the cost of a return installation visit
Rehire of any excluded equipment to complete the installation or commissioning of the Goods, as detailed in clause 13.4.	Calculated on a time and materials basis in accordance with the Seller's standard rates available upon request.
Where the Seller anticipates that the design time to make buyer amendments of alterations to the general Assembly Drawings may exceed 10 design hours, and as further detailed in clause 6.6.	As notified by the Seller in accordance with clause 6.6 to be calculated on a time and materials basis in accordance with the Seller's standard rates available upon request.
Any additional services required to complete any Contract Lifting Services, as detailed in clause 14.3.	Calculated on a time and materials basis in accordance with the Seller's standard rates available upon request.
Administration cancellation fee, as detailed in clauses 13.7 and 20.1.	Calculated on a time and materials basis in accordance with the Seller's standard rates as available upon request.

9.8 The Seller will notify the Buyer of any applicable additional charges during the supply of Goods and/or Services or at the time of accepting the Confirmation of Order.

9.9 For urgent orders, upon receipt of such notification as detailed in clause 9.8 the Buyer shall have the right to cancel the Order, so long as notice of such cancellation is received by the Seller within five working days 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.

**Clause 9.10 applies to business customers only.**

9.10 The Seller may adjust prices at any time to include any increases or decreases of 10% or more in the costs of raw materials and delivery related shortages. If the price of the Order increases or decreases by more than 5%, the Seller shall give the Buyer reasonable notice of proposed changes to the price as may vary on a case by case basis. Within one month of the appropriate adjustment being determined, the Buyer shall pay the Seller any outstanding sums due in respect of its purchases of the Goods together with any applicable VAT, or the Seller shall refund the Buyer for any excess amounts paid on Products purchased since the relevant date, and shall repay any VAT due to be repaid, as appropriate.

**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 Order or any revised Quotation pursuant to clause 14.2. Unless otherwise specified all payments must be made in full prior to the dispatch of the Goods.



10.2. All payments shall be made in British Sterling, US Dollars, or Euros, as invoiced 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 in accordance with clause 10.1.

10.4. For the avoidance of doubt, the Seller does not accept liquidated or ascertained damages or any form of withholding of retention monies.

10.5 If the Buyer does not make any payment due to the Seller by the due date for payment, the Seller may charge interest to the Buyer on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer must pay the Seller interest together with any overdue amount.

10.6 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.

**Clause 10.7 applies to business customers only.**

10.7 All time for payment shall be of the essence of the Contract.

**11. Risk**

11.1 The risk in the Goods shall pass to the Buyer upon Delivery (as defined in clause 12.2) of the Goods.

11.2 The Seller's responsibility and liability for the Goods shall cease upon Delivery of the Goods.

11.3 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 collecting such Goods. 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 shall have no responsibility for any damage done to the Buyer's collection vehicle. It is the Buyer's responsibility to use an appropriate vehicle for transportation of the Goods.

**12. Delivery of the Goods**

12.1 The Seller will contact the Buyer to inform them when their Goods will be ready for dispatch (**Dispatch Date**) and to arrange a delivery or collection date, which will be within 5 days of the Manufacture Completion unless the Seller is providing Contract Lifting Services to the Buyer in which case delivery may be later. The Seller will arrange for delivery of the Goods to be made to the Buyer's address on the delivery date in accordance with the written delivery instructions agreed between the Seller and the Buyer or will have them ready for collection on any agreed collection date.

12.2 Delivery of an Order shall be completed when the Seller delivers the Goods to the address given by the Buyer or a carrier organised by the Buyer collects them from the Seller ("Delivery") and the Goods will be the Buyer's responsibility from that time.

12.3 Timescales for delivery and delivery charges will vary depending on the availability of the Goods and the Buyer's delivery address. Extra time must be allowed for international deliveries and deliveries to the Scottish Highlands and Islands.

12.4 Subject to clause 14, 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. The Seller strongly recommends the use of mechanical lifting equipment to offload and

move the rooflight. On arrival of the delivery vehicle, the Goods will be the sole responsibility of the Buyer.

12.5 Occasionally the Seller's delivery to the Buyer may be affected by a Force Majeure Event. See clause 24 for the Seller's responsibilities when this happens.

12.6 If no one is available at the Buyer's delivery address to take delivery, the Seller will leave a note that the Goods have been returned to the Seller's premises, in which case, please contact the Seller to rearrange re-delivery. In accordance with clause 9.7 (Additional Charges may apply)

12.7 Delivery arrangements and storage of the delivery may incur Additional Charges in accordance with clause 9.7.

12.8 If, due to the Buyer the Goods cannot be collected or delivered within seven days of the Dispatch Date or, for whatever reason the Buyer is unable to accept delivery of the Goods or, if the Buyer is collecting the Goods, the Buyer does not collect the Goods the Seller may, at its sole discretion, store the Goods either at its premises or in external storage away from its premises until the time of actual delivery. The Buyer acknowledges that the Seller has limited storage capacity at its premises and therefore it may not be practical from a business perspective for the Goods to be stored at its premises in which case the Seller may arrange for the Goods to be stored with an external storage provider. 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.

**Clause 12.9 applies to business customers only.**

12.9 If the Seller fails to deliver the Goods, but not for any delays in delivering the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Buyer's failure to provide the Seller with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

**Clauses 12.10, 12.11 and 12.12 apply to consumers only**

12.10 Subject to clause 12.6, if the Seller misses the delivery deadline as agreed with the Buyer in accordance with clause 12.1 for any Goods then the Buyer may cancel their Order straight away if any of the following apply:

12.10.1 the Seller has refused to deliver the Goods;

12.10.2 the Buyer advised the Seller prior to accepting the order that delivery within the delivery deadline was essential.

12.11 If the Buyer does not wish to cancel their Order straight away, or does not have the right to do so under clause 12.10, the Buyer can provide the Seller a new deadline for delivery, which must be reasonable, and the Buyer can cancel their Order if the Seller does not meet the new deadline.

12.12 If the Buyer does choose to cancel their Order for late delivery under clauses 12.10 or clause 12.11, the Buyer can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to the Buyer, the Buyer will have to return them to the Seller or allow the Seller to collect them, and the Seller will pay the reasonable costs of this. After the Buyer cancels their Order the Seller will refund any sums the Buyer has paid to the Seller for the cancelled Goods and their delivery, subject to clause 6.

**13. Services**

13.1 Subject to clauses 4.4, 4.5 and 4.6:

13.1.1 the Seller will supply the Services to the Buyer in accordance with the specification and use reasonable endeavours to meet the installation dates as agreed between the parties; and

13.1.2 the Seller will make every effort to complete the Services on time. However, there may be delays due to Force Majeure Event. See clause 24 for the Seller's responsibilities when a Force Majeure Event occurs.

13.2 The Seller will need certain information from the Buyer that is necessary to provide the Services (for the avoidance of doubt, this is including but not limited to, the Pre-installation Survey, Pre-installation Checklist and any Pre Manufacture Survey and Post Manufacture Survey, see clauses 5.3 and 5.7). The Seller will contact the Buyer about this. If the Buyer does not, after being asked to provide the information, or provides incomplete or incorrect information, the Seller may suspend the Services by giving the Buyer written notice. The Seller will not be liable for any delay or non-performance where the Buyer has not provided such information to the Seller. If the Seller suspends the Services under this clause 13.2, the Buyer does not have to pay for the Services while they are suspended, but this does not affect the Buyer's obligation to pay any invoices that have already been sent.

13.3 If the Buyer does not pay the Seller for the Services as set out in the Order, the Seller may suspend the Services with immediate effect until the Buyer has paid the Seller the outstanding amounts (except where the Buyer disputes an invoice under clause 10.6). The Seller will contact the Buyer to advise them of this. This does not affect the Seller's right to charge interest under clause 10.5.

13.4 Where the Contract between the Seller and the Buyer includes provision of the Services, the Quotation will assume that any equipment which may be required to be hired to assist with the installation will be hired by the Buyer in readiness for the day of installation. In accordance with clause 9.7, an Additional Charge may be incurred if a return visit or rehire of the 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.

13.5 Subject to clause 14, 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 agreed between the parties 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. The Seller strongly recommends the use of mechanical lifting equipment to offload and move the rooflight. 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 sole responsibility of the Buyer.

13.6 The Seller reserves the right to make a reasonable charge in respect of each 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 (for the avoidance of doubt, this includes but is not limited to, where the Buyer provides false, incomplete, incorrect or misleading information in the Pre-installation Checklist, as referred to in clause 4.6).

13.7 The Buyer must give the Seller written notice at least five working days' prior to the earliest installation date as agreed between the parties if the Buyer requires cancellation of an installation. If the Buyer fails to give such notice, the Seller reserves the right, at its sole discretion, to charge the Buyer an administration fee as an Additional Charge and in accordance with clause 9.7, and the Buyer shall be fully responsible for reimbursing the Seller for all costs, claims, losses and expenses which the Seller has incurred, or will incur, under these Conditions in relation to such installation up until the date of cancellation, including for the avoidance of doubt relating to Contract Lifting Services.

13.8 In addition, if the time taken for delivery or installation exceeds the period specified in the Order, or such later written correspondence between the Buyer and Seller, and such excess is, in the Seller's reasonable opinion, deemed to be the responsibility of the Buyer, the Seller reserves the right to make a reasonable charge in respect of such excess time.

13.9 Where the sale includes installation by the Seller's staff it is the responsibility of the Buyer to ensure adequate Health, Safety and Wellbeing arrangements are in place for these staff whilst on the Buyer's premises. For example the Seller's 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. The Seller's 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.

13.10 If a permanent power supply is available on the completion of installation the Seller will commission the rooflight the same day, however if power isn't available the Seller will have to schedule a return visit which will be subject to an Additional Charge in accordance with clause 9.7. The Buyer must provide sufficient access for any return visit required to complete installation or commissioning. For products intended for access the Seller will leave the rooflight secured in an agreed open or closed position, the Seller will not be responsible for any damage resulting from access use during the time between installation and commissioning.

13.11 Where it is agreed between the Buyer and the Seller that the Seller will provide a Performance Bond or Advance Payment Guarantee Bond, then where the delivery or commissioning of the Goods is delayed by more than 30 days after completion of the installation works, and this delay is caused by the Buyer, then the Contract will be deemed to have been completed satisfactorily with regard to the matter of the Performance Bond or Advance Payment Guarantee Bond and therefore the Performance Bond or Advance Payment Guarantee Bond will then be cancelled and the Buyer will have no further claims in this regard.

13.12 Should the Seller sub-contract the Services, it will only sub-contract to its approved installers.

**Clauses 13.13, 13.14 and 13.15 apply to consumers only.**

13.13 The Seller may have to suspend the Services if they have to deal with technical problems, or to make improvements agreed between the Seller and the Buyer in writing to the Services. The Seller will contact the Buyer in advance where this occurs, unless the problem is urgent or an emergency. The Buyer does not have to pay for the Services while they are suspended under this clause 13.12 but this does not affect the Buyer's obligation to pay any invoices that have already been sent.

13.14 In the unlikely event that there is any defect with the Services:

13.14.1 the Buyer must contact the Seller as soon as reasonably possible;

13.14.2 the Buyer will give the Seller a reasonable opportunity to repair or fix any defect; and

13.14.3 the Seller will use every effort to repair or fix the defect as soon as reasonably practicable and, in any event, within 60 days, save that the Seller's ability to repair or fix any defect may be dictated by the lead time of any replacement specialist glass, and therefore in these circumstances the Seller may not be able to meet this timeframe but will endeavour to repair or fix any defect as soon as reasonably practicable on receipt of such replacement glass. The Buyer will not have to pay for the Seller to repair or fix a defect with the Services under this clause 13.14.

13.15 As a consumer, the Buyer has legal rights in relation to Services not carried out with reasonable skill and care, or if the materials the Seller uses are faulty or not as described. Advice about the legal rights of consumers is available from a local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

**Clauses 13.16, 13.17 and 13.18 apply to business customers only.**

13.16 Subject to clauses 4.4, 4.5 and 4.6, the Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order or as agreed between the parties, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

13.17 The Seller shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer in any such event.

13.18 The Seller warrants to the Buyer that the Services will be provided using reasonable care and skill.

**14. Contract Lifting Services**

14.1 Unless otherwise specifically noted by the Seller in writing, every quotation for or including Contract Lifting Services is based on the assumption that the following circumstances apply:

14.1.1. The work will be carried out under the Seller's direction without interruption and on a clear site with adequate approaches suitable for the necessary movement of the Contract Equipment.

14.1.2. The Buyer is responsible for ensuring that the ground or other surface will be firm, level and in good condition, and will provide proper support for the loads imposed by the Contract Equipment as stated by the Seller and also including the weight of the item(s) to be lifted as stated by the Seller.

14.1.3. The Contract Lifting Services will be carried out in daylight during normal working hours unless otherwise agreed.

14.1.4. All information provided by the Buyer is complete, true and accurate.

14.2 If on any date upon which the Seller has agreed to provide the Contract Lifting Services all or any of the circumstances in clause 14.1 do not apply:

14.2.1 the Seller may refuse to carry out the Contract Lifting Services and within 5 working days issue a revised quotation for the Contract Lifting Services (**Revised Quote**) to the Buyer;

14.2.2 the Buyer may within 2 days of receipt of the Revised Quote give notice to the Seller that it either accepts the Revised Quote or does not accept the Revised Quote.

14.2.3 if the Buyer does not give notice to the Seller under clause 14.2.2 that it accepts the Revised Quote, the Seller may, by giving written notice to the Buyer, elect to be discharged from all of its obligations in relation to the Contract Lifting Services without further liability to the Buyer, who for the avoidance of doubt shall remain liable for any costs already incurred by the Seller.

14.3 In accordance with clause 9.7, the Seller may charge the Buyer an Additional Charge to the Contract Lifting Price for any additional work which the Seller is required to perform in relation to the Contract Lifting Services, provided that such additional work has been authorised by the Buyer in writing.

14.4 The Contract Lifting Price may be increased by the amount of any costs incurred by the Seller as a result of delays or cancellations in commencing or completing the contract work due to circumstances beyond the Seller's reasonable control including but not limited to inclement weather or industrial action. For the avoidance of doubt, the Buyer will be liable for the costs incurred by the Seller in hiring Lifting Appliances and other equipment on a particular date notwithstanding that such equipment cannot be used due to inclement weather or other circumstances beyond the Seller's reasonable control.

14.5 The Buyer requires and authorises the Seller to assume overall control of the Contract Lifting Services, to provide the Appointed Person and to plan, supervise, carry out and complete the Contract Lifting Services in accordance with the relevant Regulations and Codes of Practice including, where considered by the Seller to be appropriate, to control and instruct the Buyer's personnel and any sub-contractors involved in the work, but the Seller shall have no liability in respect of any failure by such individuals to comply with the Seller's reasonable instructions.

14.6 The Buyer undertakes to clear the contract site, including public highways and access roads where necessary, of all vehicles and personnel not directly involved with the Contract Lifting Services and, for that purpose, is responsible for setting up barricades, tapes or cones, to the extent that the Seller may at its discretion require for the performance of the Contract. With respect to road closures, bus lane closures etc, irrespective of whether the Seller has arranged these on behalf of the Buyer, the Buyer is ultimately responsible both for ensuring that the Seller has clear and unrestricted access to all areas of operation and that the Buyer is responsible for all costs incurred including where the operation be aborted due to the lack of such clear and unrestricted access, or other circumstances beyond the Seller's control.

14.7 In all cases the Contract Lifting Services will be carried out by agents, sub-contractors or independent contractors who, for the purposes of the Contract shall be regarded as the Seller and whose rights against and liabilities to the Buyer shall be the same as those of the Seller under these terms and conditions, save where the Seller has informed the Buyer that any individual's services or involvement with the Contract Lifting Services has been terminated or otherwise ceased, and the Buyer continues to allow such person to access the site after it has received such notification from the Seller. The Buyer must notify the Seller immediately on becoming aware of any breach of contract, negligence or dangerous or inappropriate behaviour by any such agent, sub-contractor or independent contractor of the Seller.

14.8 The Seller will perform the Contract Lifting Services in accordance with the relevant Regulations and Codes of Practice.

14.9 At the Buyer's request, the Seller will provide the Buyer with any available information relevant to the qualifications and competence of the Appointed Person provided by the Seller, who, in accordance with the relevant Regulations and Codes of Practice will have overall responsibility for the Contract Lifting Services under the Contract. In the absence of written notice by the Buyer to the contrary, received by the Seller prior to the commencement of the lifting operation, the Appointed Person and/or Crane Supervisor shall be deemed to be to the satisfaction of the Buyer.

14.10 The Buyer shall supply, or confirm, in writing all information available to the Buyer, which is requested by the Seller and/or the Appointed Person or which the Buyer should be reasonably aware may be necessary, or useful, to facilitate compliance with the Regulations and Codes of Practice. This includes, but is not limited to, the location of anything on or near the site, above or below the ground, which is likely to be damaged by, or cause damage to the Contract Equipment, or which is likely to affect the health, safety or wellbeing of any person involved in the work.

14.11 The Seller will not be liable to the Buyer for, and the Buyer will indemnify the Seller in respect of, any losses or costs arising from anything reasonably done in reliance upon information provided to it by the Buyer under clause 14.10.

14.12 For the avoidance of doubt, the provisions of this clause 14 shall only apply where the Seller agrees to provide Contract Lifting Services to the Buyer under the Contract.

## **15. Obligations of the Buyer**

15.1 The Buyer shall:

15.1.1 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;

15.1.2 provide the external weathered dimensions of the upstand or other applicable dimensions to the Seller. In the case that a Pre Manufacture Survey or Post Manufacture Survey 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;

- 15.1.3 before the Confirmation of Order, carefully check the details on the Quotation including but not limited to critical dimensions, recommended pitch, wall abutments, colour, glass type, loadings and quantity meet their intended specification;
- 15.1.3 remove and dispose of any packaging following completion of the Order unless otherwise agreed in writing;
- 15.1.4 make suitable alternative arrangements for the Seller's roof access during the construction phase of the Order;
- 15.1.5 ensure that the terms of the Quote, Order, Pre-installation Checklist, and (if submitted by the Buyer) the specification for the Goods is complete and accurate;
- 15.1.6 co-operate with the Seller in all matters relating to the Services;
- 15.1.7 provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by the Seller to provide the Services;
- 15.1.8 provide the Seller with such information and materials as the Seller may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 15.1.9 prepare the Buyer's premises and site of the installation for the supply of the Services in accordance with the Seller's requirements as notified to the Buyer by the Seller prior to delivery;
- 15.1.10 subject to clause 14, obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- 15.1.11 keep and maintain all materials, equipment, documents and other property of the Seller (the "**Seller Materials**") at the Buyer's premises in safe custody at its own risk, maintain the Seller Materials in good condition until returned to the Seller, and not dispose of or use the Seller Materials other than in accordance with the Seller's written instructions or authorisation.

**Clause 15.2 applies to business customers only.**

15.2 If the Seller's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("**Buyer Default**"):

- 15.2.1 the Seller shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;
- 15.2.2 the Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 15.2; and
- 15.2.3 the Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default.

**16. 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.

**17. Damage and/or Loss In Transit**

17.1. Upon delivery the Buyer shall be responsible for examining the Goods before signing for them. Subject to clauses 17.2 and 18.3, 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.

**Clause 17.2 applies to business customers only.**

17.2. 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.

## **18. Defective Goods and Warranty**

18.1. Subject to the conditions and exclusions set out in the Warranty, the Seller warrants to provide the Buyer with repair or replacement if the Goods are found to be defective as a result of poor workmanship in accordance with the terms and conditions of the Warranty. For any Goods manufactured by a third party and not the Seller, the Buyer shall rely solely on the third party manufacturer's warranty.

18.2 The Seller warrants that upon delivery, and for the warranty period detailed in the Warranty from the date of delivery, the Goods conform with their description, are free from material defects in design, material and workmanship, are of satisfactory quality and fit for the purpose described in the Quotation. The Buyer must inspect the Goods as soon as possible after delivery and take care to protect them from deterioration whilst awaiting use.

18.3 The Seller warrants that upon delivery of an Ex-Display item, and for the warranty period detailed in the Warranty from the date of delivery, the Goods conform with their description, are free from material defects in design, material and workmanship, except for those that have been described online and in the Quotation prior to the purchase and delivery of the Goods. The Buyer should inspect the Goods as soon as possible after delivery and take care to protect them from deterioration whilst awaiting use.

18.4 The Seller will make good by repair or by the supply of a replacement component 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 material defect in accordance with its statutory rights or within the warranty period detailed in the Warranty, and retain the Goods for inspection provided that the defect does not arise from any of the following:

18.4.1 fair wear and tear;

18.4.2 wilful damage, abnormal storage or working conditions, accident, negligence by the Buyer or by any third party;

18.4.3 glass that is not covered by the manufacturer's warranty and affected by circumstances outside of the Seller's control;

18.4.4 if the Buyer fails to operate or use the Goods in accordance with the user instructions;

18.4.5 any alteration or repair by the Buyer or by a third party who is not one of the Seller's authorised repairers;

18.4.6 any specification provided by the Buyer; and

18.4.7 any exclusions as further detailed in the Warranty.

18.5 The Seller provides an extended warranty in relation to the Goods, subject to the terms and conditions of the Warranty which has been provided by the Seller to the Buyer. Claims will be permitted provided:

18.5.1 proper use has been made of the Goods in accordance with the user instructions;

18.5.2 the Buyer notifies the Seller within the period of Warranty cover;

18.5.3 the Goods are retained for inspection;

18.5.4 no repair or attempted repair has been made to the Goods;

18.5.5 if the Buyer is no longer the owner of the Goods the Seller has been notified of the new owner in accordance with the terms of the Warranty; and

18.5.5 as further detailed in the Warranty.

18.6 The extended warranty covers the free of charge repair or replacement of any component deemed defective which are as a result of the Seller's manufacture of the Goods. The Seller will meet all travel costs of its technicians relating to travel within mainland United Kingdom. However, all reasonable travel costs incurred by the Seller's technicians relating to travel to and from any



destination where the Goods are located outside of mainland United Kingdom (including all reasonable accommodation and sustenance expenses properly and necessarily incurred by the Seller's technician) will be borne in full by the Buyer.

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

**Clause 18.7 applies to consumers only**

18.7 The Buyer has legal rights in relation to Goods that are faulty or not as described. The Seller is under a legal duty to supply Goods that are in conformity with this Contract. Advice about consumer legal rights is available from a local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

**19. Title**

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

**20. Cancellation**

**Clause 20.1 applies to business customers only.**

20.1 If the Seller has not ordered the glass required to fulfil the Order, the Buyer shall have the right to cancel the Order up until the point the glass is ordered by providing the Seller with written notice. Upon cancellation, the Seller reserves the right, at its sole discretion, to charge the Buyer an Additional Charge in accordance with clause 9.7 and in addition, the Buyer shall be fully responsible for reimbursing the Seller for all costs, claims, losses including but not limited to the loss of profits and any indirect or consequential loss, and expenses which the Seller has incurred, or will incur, under these Conditions in relation to fulfilling the Order up until the date of cancellation, including for the avoidance of doubt relating to Contract Lifting Services.

20.2 Once the Seller has begun to provide the Services to the Buyer, the Seller may cancel the contract for the Services at any time by providing the Buyer with at least 30 calendar days' notice in writing. If the Buyer has made any payment in advance for Services that have not been provided, the Seller will refund these amounts to the Buyer.

**Clauses 20.3 to 20.5 apply to consumers only.**

20.3 Before the Seller begins to provide the Services or the Goods are delivered, the Buyer has the following rights to cancel an Order for Goods other than made-to-measure Goods as set out in this clause 20.3 and / or Services, including where the Buyer chooses to cancel because the Seller changes these Terms under clause 3.2 to the Buyer's material disadvantage:

20.3.1 the Buyer may cancel any Order for Goods and / or Services at any time within 14 calendar days of receiving the Goods by contacting the Seller and prior to any installation of the Goods. The Seller will confirm the cancellation to the Buyer in writing;

20.3.2 if the Buyer cancels an Order under clause 20.3.1 and the Buyer has made any payment in advance for Services that have not been provided, or Goods that have not been delivered, the Seller will refund these amounts and any delivery charges to the Buyer;

20.3.3 however, if the Buyer cancels an Order for Services under clause 20.3.1 and the Seller has already started work on the Buyer's Order by that time, the Buyer will pay the Seller any costs reasonably incurred in starting to fulfil the Order, including any costs which the Seller has incurred or will incur in relation to the provision of Contract Lifting Services to the Buyer, and this charge will be deducted from any refund that is due to the Buyer or, if no refund is due, invoiced to the Buyer. The Seller will advise the Buyer of such costs when the Buyer contacts the Seller. However,

where the Buyer has cancelled an Order because of the Seller's failure to comply with these Terms, the Buyer does not have to make any payment to the Seller;

20.3.4 if the Buyer cancels an Order for Goods under clause 20.3.1 and the Seller has already despatched the Goods, the Seller will not be able to cancel the Order until it is delivered or collected. In this case, if the Buyer returns the Goods to the Seller, the Seller will be responsible for the costs of collection or return of the Goods.

20.4 Unfortunately, as any made-to-measure Goods are made to the Buyer's requirements, the Buyer will not be able to cancel the Order once made (but this will not affect the Buyer's legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described) for such Goods.

20.5 Unfortunately, the Buyer will not be able to return any Goods that have been installed by the Buyer (but this will not affect the Buyer's legal rights as a consumer in relation to Goods that are faulty or not as described).

20.6 Once the Seller has begun to provide the Services to the Buyer, the Buyer may cancel the contract for the Services at any time by providing the Seller with at least 30 calendar days' notice in writing. To provide such notice, the Buyer may use the Cancellation Form which is available on request. Upon receipt of such notice from the Buyer, the Seller shall suspend the Order and the provision of Goods and/or Services. Any advance payment the Buyer has made for Services that have not been provided will be refunded.

20.7 Once the Seller has begun to provide the Services to the Buyer, the Buyer may cancel the contract for Services with immediate effect by giving the Seller written notice if:

20.7.1 the Seller breaks the Contract in any material way and the Seller does not correct or fix the situation within 14 days of the Buyer asking the Seller to do so in writing;

20.7.2 the Seller goes into liquidation or a receiver or an administrator is appointed over their assets; or

20.7.3 the Seller changes these Conditions under clause 3.2 to the Buyer's material disadvantage.

20.8 The Seller may have to cancel an Order before the start date for the Services or before the Goods are delivered or the unavailability of stock or (in the case of Services) key personnel or key materials without which the Seller cannot provide the Services. If this happens:

20.8.1 the Seller will promptly contact the Buyer to let them know;

20.8.2 if the Buyer has made any payment in advance for Services that have not been provided, or Goods that have not been delivered, the Seller will refund these amounts to the Buyer;

20.9 The Seller may cancel the contract for Services at any time with immediate effect by giving the Buyer written notice if:

20.9.1 the Buyer does not pay the Seller when they are supposed to as set out in clause 10.1. This does not affect the Seller's right to charge the Buyer interest under clause 10.5; or

20.9.2 the Buyer breaks the Contract in any other material way and the Buyer does not correct or fix the situation within 14 days of the Seller asking the Buyer to do so in writing.

## **21. Limitation of Liability**

21.1. 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.

### **Clauses 21.2 and 21.3 apply to consumers only.**

21.2. 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 the following:

- 21.2.1 death or personal injury caused by the Seller's negligence;
- 21.2.2 the statutory rights of any person dealing as a consumer;
- 21.2.3 fraud or fraudulent misrepresentation;
- 21.2.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 21.2.5 breach of the terms implied by sections 9 to 17, 28, 29 or 49 to 52 of the Consumer Rights Act 2015; and
- 21.2.6 defective products under the Consumer Protection Act 1987.

21.3. The Seller only supplies the Goods and / or Services to consumers for domestic and private use. The Buyer agrees not to use the Goods and / or Services for any commercial, business or resale purpose, and the Seller has no liability to the Buyer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Clause 21.4, 21.5 and 21.6 apply to business customers only.**

21.4 Nothing in these Conditions shall limit or exclude the Seller's liability for:

- 21.4.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 21.4.2 fraud or fraudulent misrepresentation;
- 21.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 21.4.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 21.4.5 defective products under the Consumer Protection Act 1987.

21.5 Subject to clause 21.4 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- 21.5.1 loss of profit,
- 21.5.2 loss of revenue;
- 21.5.3 loss of business; or
- 21.5.4 loss of anticipated savings

In each case whether direct or indirect or for any indirect, special or consequential loss or damage arising under or in connection with the Contract.

21.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

21.7 Save as otherwise required by UK legislation and subject to clause 21.8, the Seller's total liability for any loss, damages, costs or expenses in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to £1 million, being the amount of product liability insurance carried by the Seller.

21.8 Save as otherwise required by UK legislation, the Seller's total liability for any loss, damages, costs or expenses in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to £1 million, being the amount of professional indemnity insurance carried by the Seller.

21.9. 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.

21.10 For the avoidance of doubt the Seller will not be liable in respect of any losses or costs which occur due to a breach of the obligations of the Buyer pursuant to this Contract.

21.11 This clause 21 shall survive termination of the Contract.

**Clause 22 applies to business customers only.**

**22. Buyer's Indemnities**

22.1. In addition to any other remedy available to the Seller, the Buyer shall indemnify, defend and hold harmless the Seller from and against any and all losses, liabilities, expenses or damages suffered by the Seller as a result of any failure by the Buyer to perform any of these Conditions.

22.2. 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.

**23. Suspension or Termination or Breach**

23.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

23.1.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

23.1.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

23.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

23.1.4 the other party (being an individual) is the subject of a bankruptcy petition or order;

23.1.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

23.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

23.1.7 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

23.1.8 if the Buyer suffers execution or distress to be levied upon any of the Buyer's property;

23.1.9 the Buyer be the subject of an adverse credit status report by the Seller's bank or a reputable credit status organisation;

23.1.10 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

23.1.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 23.2.2 to clause 23.2.11 (inclusive);

22.1.12 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

22.1.13 the other party's financial position deteriorates to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

23.1.14 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

23.2 Without limiting its other rights or remedies, the Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 23.2.1 to clause 23.2.14, or the Seller reasonably believes that the Buyer is about to become subject to any of them.

23.3 On termination of the Contract for any reason:

23.3.1 the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;

23.3.2 the Buyer shall return all of the Seller Materials and any Goods which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

23.4.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

23.4.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **24. Force Majeure Events**

24.1 The Seller will not be in breach of the Contract or otherwise liable or responsible for any failure to perform, or delay in performance of, any of the Seller's obligations under the Contract that is caused by a Force Majeure Event.

24.2 A Force Majeure Event means any act or event beyond the Seller's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, raw material shortages, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks.

24.3 If a Force Majeure Event takes place that affects the performance of the Seller's obligations under these Terms:

24.3.1 the Seller will contact the Buyer as soon as reasonably possible to notify them of the existence of the Force Majeure Event; and

24.3.2 the Seller's obligations under the Contract will be suspended and the time for performance of the Seller's obligations will be extended for the duration of the Force Majeure Event. Where the Force Majeure Event affects the Seller's delivery of Goods to the Buyer, the Seller will arrange a new delivery date with the Buyer after the Force Majeure Event is over. Where the Force Majeure Event affects the Seller's performance of Services to the Buyer, the Seller will restart the Services as soon as reasonably possible after the Force Majeure Event is over.

24.4 The Buyer may terminate the Contract if a Force Majeure Event takes place and continues for four weeks and the Buyer no longer wishes the Seller to provide the Goods and / or Services by providing 30 days written notice as per the cancellation rights set out in clause 20. The Seller may only cancel the Contract if the Force Majeure Event continues for longer than 4 weeks in accordance with the Seller's cancellation rights in clause 20.

### **Clause 24.5 applies to consumers only.**

24.5 If the Seller's supply of Goods is delayed by an event outside its control, the Seller will do what it can to reduce the delay. As long as the Seller notifies the Buyer of the delay in accordance with 24.3.1 and does what it can to reduce the delay, the Seller will not compensate the Buyer for the delay, but the Buyer can contact the Seller's Customer Service Team, details of which can be found at [www.glazingvision.co.uk](http://www.glazingvision.co.uk), to end the contract and receive a refund for any Goods the Buyer has paid for in advance, but not received, less reasonable costs the Seller has already incurred.

## 25. Insurance

25.1 The Seller will carry insurance to cover its potential liability under the Contract having regard to the maximum amounts referred to in clauses 21.7 and 21.8.

25.2 If the Seller is of the opinion that the insurance cover held by the Buyer may be insufficient to meet any applicable requirements of clause 25.2 of the Buyer's liabilities under the Contract, the Seller may require the Buyer to take out at the Buyer's expense additional liability insurance cover or take out such cover itself and recover the cost from the Buyer as a debt.

### Clause 25.3 applies to business customers only.

25.3 The Buyer agrees to indemnify the Seller against –

25.3.1 Any claim arising from or connected with the Seller's work on the contract site, in preparing the site or performing the Contract, including claims of nuisance and claims of trespass to persons, property, land or air space.

25.3.2 All other losses, damages or claims in respect of any matters arising from or in connection with the Contract and for which, under these Conditions, the Buyer is liable or for which under these Conditions the Seller is not liable; and

25.4 The Buyer shall insure against its liability to indemnify the Seller and all other liabilities of the Buyer under the Contract.

25.5 If requested by the Seller, the Buyer shall produce a copy of any insurance policy together with evidence of the premium having been paid, held by the Buyer and relevant to the Contract.

## 26. General

26.1. 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.

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

26.3. The Buyer may at any time assign, novate, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

26.4. 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. If the Buyer is a consumer that lives in Wales, Scotland or Northern Ireland, the Buyer may bring proceedings in the courts of Wales, Scotland or Ireland.