



**TUFWELL
GLASS**

Terms & Conditions of Sale

Tufwell Glass Ltd

Registered in England number: 08842800

VAT Number: 180 0204 59

Registered office: Church Court, Gatwick Distribution Point, Lowfield Way, Crawley, West Sussex RH11 0PQ

Please retain for your records

1 General

a) "We", "Our" and "Us" mean Tufwell Glass Ltd. "You" and "Your" mean you the purchaser, the person, firm or company to whom the quotation, invoice, delivery note, application for payment or acknowledgement of order is addressed. The "Quotation" means the quotation given to You and the "Goods" means the goods the subject of the quotation, delivery note, invoice, applications for payment, acknowledgement of order, respectively. "Contract" means the contract for the sale of the Goods as set out in the quotation, invoice delivery note, acknowledgement of order and these conditions and any other documents signed by the parties and expressly stated to form part of the Contract.

b) If the whole or any one or more provisions of the Contract would be deemed unreasonable pursuant to the Unfair Contract Terms Act 1977 or unfair pursuant to the Unfair Terms In consumer Contracts regulations 1994 such provision shall not apply to the extent that they would thereby be unenforceable, the remainder of the Contract shall remain in full force.

c) If the whole or any part of any one or more provisions of the Contract are invalid or unenforceable at law, all the other provisions of the Contract shall remain in full force and effect.

d) No variation of the Contract shall be effective unless it is in writing, signed by Us and expressly stated to be a variation of the Contract.

e) Any notice given in connection with the Contract may be sent by hand or by registered post or by recorded delivery service transmitted by facsimile resulting in the receipt of a written communication. Any notice so sent or transmitted to the address of the party shown in the Contract or such other address as such party may by written notice to the other half substitute therefore shall be deemed validly and effectively given on the day when, in the ordinary course of the means of transmission, it would first be received by the addressee in normal business hours at the place of receipt.

f) Quotations and tenders do not constitute offers and We may withdraw or amend them at any time before they are accepted. If We withdraw a quotation or tender We shall do so in writing. All quotations and tenders are automatically withdrawn on the 90th day after their date without requirement of notification in writing.

g) We may charge You an extra sum for any site visits and abortive or excessive numbers of tenders prepared.

h) The parties intend that We should be able to enforce the Contract subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

i) It is Your responsibility to check Our written acceptance that the order is correct. Any discrepancy between Your order and Our acceptance must be notified to Us in writing within seven working days of the date of such acceptance. In the absence of such notification We shall be entitled to supply Goods in accordance with the acceptance and You shall be obliged to pay the agreed contract price thereof.

j) We reserve the right to make any alteration in the specification or design of any Goods without notice and to deliver Goods conforming to the altered specification or design in fulfilment of any order for Goods provided that the Goods delivered are suitable for general use or for such specific purpose of which You have given written notice to Us.

2 The Price And The Payment Terms

a) All prices are exclusive of VAT and unless specifically stated are based upon costs current at the date of the quotation. Additional charges will be made in respect of all increases in the cost of labour, materials plant, and overheads occurring after the date of the Quotation at the complete discretion of Us.

b) Each consignment of Goods will be invoiced separately and payment against invoices must be made in full on the last day of the month following the month of issue.

c) Without prejudice to the conditions hereof, if You wish to raise any queries concerning an invoice rendered by Us to You, You must provide a written query to the Our credit control within seven days of the date of the invoice.

d) If the You fail to give notice in accordance with 2(c) above concerning an invoice rendered by Us to You then the You will be bound to accept and pay the invoice accordingly

e) If for any reason You are unable to accept delivery when due, the Goods will be invoiced and payment will fall due in full on the last day of the month following that in which the Goods are ready and due for delivery. In such cases We will, if facilities permit, store the Goods at Your risk until delivery and reserve the right to make additional charges for such storage and any extra handling and transportation. This clause shall not effect any rights We may have against you for failure to accept delivery. This clause does not create any obligation for Us to store any Goods if You are unable to accept delivery.

f) If You fail to make any payment when due We may, at Our option and without prejudice to any other rights or remedies which We may have under the Contract or otherwise, suspend further deliveries until payment is made, or terminate the contract. We will be entitled to charge interest on

the outstanding balance of all overdue monies from the time of the default to the time of payment, calculated on a daily basis at a rate of 2% per month.

g) At Our option all glass will be measured and charged in accordance with the principle of the Standard Method of Measurement except where made or processed at the factory to special sizes, which are subject to minimum size charges detailed in any of our tariffs or Quotations. Ovals, circles or regular shapes will be charged the full size of the rectangular pane from which they are cut. Where more than one pane of any size is to be invoiced, the area for the pane will be calculated and rounded up to two decimal places of a square metre, and this will be multiplied by the number of panes. Imported glass supplied may be measured and charged for in accordance with the rules or custom and practice of the country from which the glass is imported.

h) You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have or allege to have for any reason.

3 Your Obligation To Us

a) The loading, handling, working or carrying of Your own materials shall be entirely at Your risk. You are responsible for the loading and unloading of the Goods and also for any damage to the Goods during loading and unloading, howsoever caused. If You wish the Goods to comply with any specification, You must notify Us of these requirements in writing and any such specification must be agreed by Us in writing, prior to us entering into the Contract. You shall not assign the benefit of this Contract without our prior written consent. November 2011

b) By accepting the Quotation, You warrant that the use of the Goods is appropriate to the intended application and their use complies with all local and national legislation, building regulations, standards, codes of practice and any other requirements particularly but without limitation the safety section of BS6262 1982 British Standard Code Of Practice for glazing for Building Regulations 1991 document N [and any regulations or codes of practice amending, superseding or in addition to the same] copies of which are available for inspection at Our offices.

c) You agree to indemnify Us for all injury, loss or damage occurring to any person or property and against all actions, demands, expenses or charges made in connection with the Contract arising from the use of the Goods where the use of the Goods results in injury damage or loss due directly or indirectly to the carelessness or negligence of You or Your servants or agents or to any breach by You of Your obligations to Us under the Contract.

4 Delivery

a) Times or dates for despatch or delivery of Goods or for completion of any works to be carried out by us are only estimates and shall not be binding upon Us either as a term of the Contract or otherwise. In no circumstance shall We be liable for any loss or damage sustained by You in consequence of Our failure to deliver, start or complete within such time or in consequence of any delay in delivery however caused. Time for delivery shall not be of the essence.

b) Notwithstanding Clause 6 when the Goods are delivered by Us, risk shall pass to You on delivery. In all other cases risk shall pass to You on despatch.

c) Where delivery is to be made by instalments each such delivery is deemed to be of a separate Contract and any failure by Us in respect of any one delivery shall not entitle You to repudiate the Contract or any further instalments to be delivered thereunder.

d) Without prejudice to any other provisions of the Contract You shall not have the right to reject any item of Goods if You: (i) ask Us to repair the same or consent for Us to do so (ii) resell such item.

5 Your Rights and Our rights

a) You agree to inspect the Goods immediately upon delivery or collection and any defective Goods must be returned immediately or within twenty four hours of receipt in the same condition as they were supplied save that where the Goods have been used or installed and it is non practicable to return them you must notify Us in writing of the alleged defect within seven days of delivery, no condition is made nor is any warranty given or to be implemented as to the life or wear of the Goods supplied or that unless the Goods are sold by a specification in accordance with clause 3[b] they will be suitable for any purpose or for the use under any specific conditions notwithstanding that such purpose condition may be known or made known to Us.

b) The supply of Goods hereunder shall not confer any right upon You to use any of our trademarks without Our prior written consent and at all times such trademarks shall remain Our property. Nor does it imply any right to use any patent which We may have or any indemnity against infringement of the right of third parties.

c) In the event of such a cancellation You will be obliged to pay a restocking and handling charge for the Goods and any administration costs involved in full.

d) If You commit any breach of these terms and conditions or become insolvent or commit an act of bankruptcy or if a Receiver or Administrative Receiver is appointed over any part of Your business or property, then We may defer or cancel any further deliveries and treat the Contract of which these conditions form part as having been repudiated by You, but without prejudice to any of Our other rights and remedies hereunder.

e) No failure by Us whether by way of indulgence or otherwise to enforce Our rights hereunder shall operate as a waiver of any of Our rights.

f) We shall not be liable for any special, consequential or indirect loss suffered by You whether this loss arises from breach of contract or tort or in any way including but not limited to loss arising from Our negligence, consequential, special or indirect loss shall include but shall not be limited to loss of profits, business, goodwill, contracts, revenues or anticipated savings. Our total liability for any one claim or for the November 2011 total of all claims arising from any one act or default by Us whether arising from our negligence or otherwise shall not exceed the price of the Goods.

g) Unless otherwise specifically agreed in writing by Us the Goods are supplied only on these conditions and no variation from or addition thereto whether contained in any document emanating from You or made orally by any person acting or purporting to act on Our behalf shall have effect unless it is in writing signed by a person duly authorised on Our behalf. Should any of these Conditions conflict with any conditions stated in Your order or other contractual documentation these conditions shall prevail. The giving by Yourselves of any delivery instructions for the Goods or any part thereof or the acceptance by You of delivery of the Goods or any part thereof or any

document by You in confirmation of the transaction set out on the basis hereof, after receipt by you of this document shall constitute unqualified acceptance by You of these Conditions

h) Nothing in these terms and conditions exclude or restrict Our liability for death or personal injury resulting from Our negligence or Our liability for fraudulent misrepresentation.

6 Retention Of Title

a) The title to the Goods shall remain with Us until You pay the price of the Goods in full and any other sums outstanding between You and Us whether in respect of the contract or otherwise b) Until title passes:-

(i) You shall hold the Goods as Our fiduciary agent and bailee

(ii) The Goods shall be stored separately from any other goods and You shall not interfere with any identification marks labels batch numbers or serial numbers on the Goods

(iii) We agree that You may use or agree to sell the Goods as principal and not as Our agents in the ordinary course of Your business subject to the following express conditions:-

a) that You notify Your customer that We remain the legal owner of the Goods until We receive payment in accordance with Clause 6 a and We reserve the right to label the Goods accordingly

b) that You will at Our request and at Your expense assign to Us all rights You may have against Your Customer; and

c) that Your right to use or sell the Goods may be withdrawn by Us on notice at any time and will automatically cease in the event of Your becoming Insolvent.

7 Applicable Law

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

8 Force Majeure

a) We will not be liable for any failure to deliver the Goods arising from circumstances outside Our control which shall be deemed to include but shall not be limited to war, riot, civil commotion, fire, earthquake obstruction of private or public road or highway, acts of God, exceptional weather, strikes, lock-outs or any other form of industrial action, shortages of labour or materials and delay in delivery of materials by suppliers or sub-contractors.

b) If We are prevented from delivering the Goods in circumstances outside Our control We shall give You written notice of this fact as soon as reasonably practical after discovering the same.

c) If the circumstances preventing Our delivery of the Goods are still continuing three months after You receive Our notice as referred to in [b] above either party may give written notice to the other terminating the Contract.

d) If the Contract is terminated in the manner set out in [c] above We shall refund any payment which You have already made on account of the price of the Goods not delivered, subject to

deduction by Us of any November 2011 amount We are entitled to claim from You. We shall not be liable to compensate You for any further loss or damage caused by Our failure to deliver the Goods.

9 Where Fixing Is Carried Out By Us

- a) The following additional clauses shall apply where the Goods are to be fixed on site or at Your premises by Us.
- b) The Work means the supplying and fixing of the Goods by Us and the Order means the acceptance by You in whatever form of Our quotation.
- c) The Work will be performed during our normal working hours, or if out of hours work is required this must be subject to the Contract and agreed in writing prior to the parties executing the Contract when additional costs will be incurred that You will be liable for.
- d) In the event that We have accepted an order for glazing and fixing Goods supplied by others this shall be done at Your risk in all respects and no liability for loss or damage attributable to defects in such Goods will be accepted by Us
- e) Where We have prepared working drawings such drawings shall be approved by You or those acting on Your behalf and We shall not be liable in respect of Work shown thereon which has or is to be carried out by persons other than Us.
- f) The Work shall be executed within the period of time stated in the Quotation or in accordance with a programme of work to be agreed in writing with the proviso that any dates stated in the Quotation or such programme shall be subject to confirmation after all work sizes and measurements have been taken and agreed in writing, but in any such an event such dates shall be estimates only. We shall not be liable for any loss You suffer whatsoever should We be unable to meet the deadlines provided to You. We shall be afforded proper access to site to enable working sizes and measurements to be taken. Any alterations or deviation from this programme shall thereafter only be made by mutual agreement and in writing. A fair and reasonable extension of time to the period stated in the Quotation or to the agreed programme shall be made by You in the event of Us suffering delays caused by war, riot, civil commotion, fire, earthquake, obstruction of private or public road or highway, force majeure, acts of God, exceptional weather, strikes, lock-out or any other form of industrial action, shortages of labour or materials, delay in delivery of materials by suppliers, or sub-contractors or any other unforeseen circumstance beyond Our reasonable control. Time is not of the essence for any installation carried out by Us under the Contract.
- g) You must give the minimum period of notice stated in the Quotation in writing before We are obliged to commence Work on site. Free and adequate access to the site shall be provided by You at all times. Hard standings and approach roads suitable for Our vehicles shall be available to allow for the handling of materials and a suitable area for storage of materials. Any hutting which may be required shall be made available within close proximity to the place at which the Work is to be executed.
- h) Unless specifically stated prices quoted do not provide for making templates for shaped or bent plates and should any of these be required reasonable additional charges will be made.
- i) Where glass is stored other than by facepointing all beads, fixing screws and other such items required must be provided by You free of charge.

j) If areas of framework and or glass are omitted to allow access by other trades or for the purpose of lying scaffolding and such Work is then required to be executed at a later date this shall be subject to a fair and reasonable extension of time and an additional charge.

k) If the work of proceeding trades is found to be outside the agreed intolerances indicated on the approved drawings it may at Our option be corrected to within the limits of the agreed tolerances and any delay in so doing shall be the subject of a fair and reasonable extension of time and any resultant cost shall be charged to You.

l) Glass or any material salvaged during the course of the Work is deemed to be Our property.

m) You shall supply, erect, adjust and dismantle at no cost to Us all scaffolding to comply with statutory requirements, boarded out levels to suite Our requirements and acceptable as being suitable and safe for our Work to be performed and so also suitable lifting gear as deemed necessary by Us. Scaffolding as referred to November 2011 herein is rigid scaffolding and in the event that towers, cradles or other forms of mobile scaffolding are provided, We reserve the right to amend and or to make an extra charge.

n) Where necessary, materials shall without any consequent charge or risk to Us be hoisted by You to the appropriate level and stacked not more than ten meters from the position in which they are to be incorporated in the Works.

o) You shall provide on site at no charge to Us all equipment and facilities to enable Us to fulfil the requirements of the Health and Safety at Work Etc Act 1974, associated regulations and where applicable the Construction, Design and Management Regulations 2007.

p) There will be provided by You at no charge 110 volt power at such points as may be requested not more than ten metres from the working area such supply to be in full accordance with any statutory regulations

q) No allowance has been made in the Quotation in respect of any item of builders work which may be required including but not limited to cutting of chases, marking out, drilling holes, making good, setting and lining of fixing bolts and the like and where shown on the drawings the provision of continuous timber grounds set to level for sill and or jamb members shall be executed by You at no charge to Us in such a manner and time so as to in no way disrupt the regular progress of the Works.

r) Our liability for damage or breakage from whatever cause shall cease when the glass is glazed or when the Goods have been fixed in position

s) No provision has been made in the quotation for cleaning glass and frames or removal of protective coatings any such work shall be executed by You at no charge to Us in such a manner and time so as to in no way disrupt the regular process of the Works.

t) Our insurance in respect of public liability and third party liability indemnify You or Your agent against any claims arising from damage to the premises at which We are working and or to any person or persons within or adjacent to those premises provided that such injury is due to proved negligence on Our part or on the part of Our employees. Save as provided in this paragraph 9(r) above We have no obligations to indemnify or to insure. You will be responsible for insuring in our joint names against loss and damage by fire, lightning, explosion, storm, tempest, flooding, bursting, or overflowing of water tanks, apparatus and pipes, earthquake, aircraft and other aerial devices or articles dropped thereon. Riot and civil commotion all Work executed and all unfixed materials and

Goods delivered to or placed on or adjacent to the site or your premises and shall retain such insurance until practical completion of the Work. Should You fail to obtain such insurance then We are entitled to take such insurance out on behalf of the parties, We shall thereafter be entitled to recover all costs of taking such action from You.

u) In the event of such loss or damage as set out at 9(t) above, We will reinstate or make good such loss or damage and carry out and complete the Work. Reinstallation and making good of such loss or damage shall be deemed to be a variation under paragraph[s] below

v) You can vary the design quality and quantity of the Work subject to Our agreement on an adjustment acceptable to Us, to the price payable and the period for completion of the Work and any form of the Contract of which these conditions form part which We may consider relevant. The giving of Our agreement to any variation is at Our complete discretion.

10 You will be responsible for the removal of all rubbish arising from the execution of the Work at no cost to Us unless otherwise agreed in writing. Unless otherwise agreed in writing between Us payment for the Work shall be made in accordance with the following terms:-

- (i) Regular monthly stage payments shall be paid by You to Us, the first such payment being due on the last day of the month following that in which the Goods are invoiced.
- (ii) Each such stage payment shall comprise the total value of Work executed and materials and Goods delivered to site for use thereon by Us prior to the date of such stage payment together with any other amounts then due less the aggregate amount of any previous stage payments and any agreed retention but subject to no other deductions whatsoever.
- (iii) In respect of any materials or Goods which through no fault on Our part are required to be held in store the value of the same together with any charges for storage or rehandling shall be included in such monthly stage payment. If You fail to make any payment when due We may at Our option and without prejudice to any other rights under the Contract suspend further Works until such payment is made or terminate the Contract We shall be entitled to charge in full with all interest where applicable interest on the outstanding balance of all overdue accounts from the time of default to the time of payment calculated on a daily basis at an interest rate of 2% per month.

November 2014