

1. **General Matters**

- 1.1 The terms and conditions printed on both sides of this form make up the entire contract between the Customer and the Company relating to the Goods. They can only be changed or added to by written agreement between the Customer and the Company and shall apply unless the parties shall otherwise agree.
- 1.2 No verbal or written statements made by or on behalf of the Company relating to the Goods shall have any legal effect or be binding on the Company unless made or confirmed in writing by a director of the Company.
- 1.3 This contract shall be governed by and be interpreted exclusively in accordance with English Law and will be subject exclusively to the jurisdiction of the English Courts of Law
- 1.4 If the Customer is a consumer then nothing in this contract will affect their statutory rights

2. **Orders and Specifications**

This contract comes into force on either the date when the Customer signs this form or, the date of receipt by the Company of an acceptable faxed order from the Customer in accordance with the Customer's prior written authority.

3. **Prices**

The Company reserves the right to revise the Contract Price at any time before this contract comes into force, or at any time after this contract comes into force should the Contract Price be estimated on specifications or information supplied by the Customer which are misleading incorrect or inaccurate or should the results of the Company's survey of the Installation Address justify a revision in the Contract Price.

4. **Delivery**

- 4.1 All collection or delivery dates are estimated dates unless it is agreed in writing that time shall be of the essence namely that delivery dates must be met.
- 4.2.1 If the Company is unable to meet any estimated collection or delivery dates (despite having used reasonable endeavours) then it shall be entitled to deliver the Goods or make available for collection at such later date(s) as shall be reasonable in all the circumstances. The Company will not be liable to the Customer for any losses costs expenses or other consequences incurred or suffered by the Customer as a result of later delivery or availability, or as a result of non delivery or non availability if that is due to circumstances which are beyond the Company's control (for instance fire, accident, act of God, strikes, lock outs or other industrial action, unavailability of materials or manpower. etc).
- 4.3 The Customer must accept the Goods if they are in good condition have only minor defects, which can be rectified at a later date by the Company, and are delivered and manufactured in compliance with the terms of this contract. In the event that the Customer considers that the goods have significant defects and the Company acknowledges such defects then the Customer shall accept as a solution, without compensation and within a reasonable time the Company's re-manufacture and delivery of the goods that were defective.

5. **Payment**

5.1 The Customer is to pay for the Goods as follows:-

5.1.1 If the Contract Price includes a deposit ("Deposit") then the Deposit is to be paid on the date when the Customer signs this contract.

5.1.2 Supply only - the remainder of the Contract Price is to be paid on delivery or collection or within seven days of the Company notifying the Customer that the goods are ready for collection, whichever is the sooner.

5.2 Payment for the Goods shall not be deemed to have been made until the Company has received the full amount of the Contract Price in cash or in cleared funds.

5.3 The Company may charge the Customer interest on any part of the Contract Price which is overdue at the rate of 2 per cent per month from the date when payment was due up to the date of actual payment.

6. **Property and Risk**

6.1 The Customer bears the risk of loss or theft of or damage to the Goods upon being notified they are ready for collection or upon delivery of them by the Company and that means that the Customer will be obliged to pay for the Goods in full if they are lost stolen or damaged after that time.

6.2 The ownership of the Goods will remain with the Company until the Contract Price has been paid in full in cash or cleared funds and thereafter the ownership of the Goods will pass to the Customer.

6.3 Supply only - whilst the ownership of the Goods remains with the Company after delivery the Customer:

6.3.1 will hold them as fiduciary agent and bailee for the Company and will keep them in good repair and condition properly stored and protected and insured and clearly identified as belonging to the Company.

6.3.2 may re-sell them on normal commercial terms and in the ordinary course of business but will hold as trustee for the Company that amount of the proceeds of each resale as is equal to the amount owed by the Customer to the Company for those of the Goods which are the subject of that resale.

7. **Specification of Glass**

7.1 The Company shall only be responsible for the manufacture of the Goods in compliance with current Building regulations in the case of supply and fit contracts. In all other cases the Company shall not be responsible for the Goods complying with current Building and or other relevant regulations unless, prior to the order for the Goods and in writing, the Customer shall have informed the Company of the exact intended location and position (including the height above floor level) for each unit of Goods in the building that the Customer intends to install them.

7.2 Minor imperfections in and minor deviations from the specification of any glass used in the Goods will not constitute a breach of contract on the part of the Company

8.1 **Termination**

The Customer or the Company may terminate this contract if : -

8.1.1 the other is in breach of their obligations under this contract and fails to remedy such breach within fourteen days of having been notified of the breach complained of

8.1.2 either of them is unable to comply with any of the obligations under this contract and has no reasonable prospect of being able to do so within a reasonable time through no fault of their own

- 8.1.3 the Contract Price is estimated wholly or partly on specifications or information supplied by the Customer which are misleading incorrect or inaccurate and an estimate based upon the correct specifications or information would result in the Contract Price being increased
- 8.1.4 the results of the Company's survey of the Installation Address (in the case of supply and fit contracts) indicate that, in the Company's opinion, the Installation Address is unsuitable for the installation of the Goods or that the Contract Price needs to be re-estimated based upon the findings of such survey.
- 8.2 The Company may terminate this contract : -
- 8.2.1 if the Customer (being an individual) becomes bankrupt
- 8.2.2 if the Customer (being a company) goes into liquidation or is the subject of an administration order or an application for one
- 8.2.3 if the Customer has a receiver appointed of its affairs or enters into any arrangement for the benefit of its creditors
- 8.2.4 if it is a supply only contract by refunding any monies paid over by the Customer at any time prior to the Goods being ready for collection or being delivered
- 8.2.5 if it receives unsatisfactory credit references in respect of the Customer.
- 8.3 Any such termination of this contract must be notified to the other party in writing and will take effect immediately upon service of such notice.

9. **Damages**

- 9.1 If the Company terminates this contract then it will not be liable to the Customer for any losses damages expenses or other consequences which the Customer incurs or suffers by reason of such termination
- 9.2 If this contract is terminated by the Company (with the exception of a termination taking place under clauses 8.2.3 or 8.1.4 or 8.2.5 above) or if the Company agrees to cancel the contract then the Customer will pay to the Company on demand the full amount of all losses (including loss of profit) costs (including the cost of all labour used and materials used or procured for the purposes of the Goods) damages charges liabilities and expenses incurred or suffered by the Company as a result of such cancellation or termination. If the Customer has paid a Deposit it agrees that the Company may retain and use it towards settlement of such costs losses etc and return to the Customer the balance (if any) of the Deposit which thereafter remains.
- 9.3 If this contract is terminated under clauses 8.1.2 or 8.1.4 or 8.2.5 above then the Customer shall be entitled to the return of the Deposit (if paid)

10. **Exclusion of liability**

- 10.1 The Company's liability to the Customer for death or personal injury caused by negligence is not excluded from this contract.
- 10.2 All conditions warranties representations and statements relating to the Goods which may be implied into this contract by the Supply of Goods and Services Act 1982 or the Sale of Goods Act 1979 or the Sale and Supply of Goods Act 1994 are excluded to the extent that any of them can be excluded from this contract and (if any of them cannot be excluded) are limited in their application to the fullest extent that the law allows their application to be limited.

11. **Guarantee**

11.1 The Company guarantees that the Goods will be free from defects in materials or workmanship as follows: -

11.1.1 sealed double glazed units ten years from the date of delivery to the Customer (supply only contracts) or ten years from the date when the installation of the Goods has been completed (supply and fit contracts)

11.1.2 window frames and doors for ten years from the date of delivery (supply only contracts) or ten years from the date when installation of the Goods is completed (supply and fit contracts).

11.2 The guarantee(s) set out above will not apply: -

11.3.1 if the defect(s) complained of have arisen wholly or partly as a result of fair wear and tear neglect wilful damage negligence abnormal working conditions failure to follow the Company's instructions improper maintenance or misuse

11.3.2 unless the Company is notified of the defect in writing within thirty days of the time when the defect comes to the notice of the Customer

11.3.3 unless the Customer has paid for the Goods in full in cash or in cleared funds.

11.3 The Company reserves the right to make a call-out charge to the Customer in the sum of £30.00 at any time after the first anniversary of the completed installation if any defect is found not to be the subject of this guarantee.

12. **Directors' Personal Guarantee**

In consideration of your having at my request agreed to advance credit to the Customer being a Limited Company now I as a Director of that Company by my signature of this agreement agree with you as follows:

12.1 I guarantee to you the repayment by the Customer Company of the sums of money advanced by you to it by way of credit.

12.2 Notice in writing of any default on the part of the Company is to be given to me and within Thirty days from receipt of such notice, payment shall be made by me of all sums then due from me under this Guarantee.

12.3 This Guarantee shall be a continuing guarantee.

I agree to the terms stated above from sections 1 through to 12.3

Signed in
Acceptance: _____ Print Name: _____ Date: _____

Witnessed by _____ Print Name: _____ Date: _____