

# **VETROSEAL TERMS AND CONDITIONS OF SALE**

## **1 Application and variation of these conditions**

a) Unless otherwise expressly agreed in writing by the seller, these conditions apply to any contract between the Seller and Buyer for the supply of goods ("Contract") and supersede any earlier Conditions issued by the Seller and shall override any terms or conditions of the Buyer.

b) These Conditions are open to negotiation before the Seller accepts the Buyer's order (whether or not in writing), which negotiation may result in change to any price published or earlier referred to.

c) If the whole or any part of any one or more provisions of the Contract are invalid or unenforceable at law, all other provisions of the Contract shall remain in full force and effect and the parties shall negotiate in good faith to agree and implement one or more substitute provisions having similar effect so far as the law permits.

## **2. Prices**

a) Prices are subject to withdrawal without notice, and unless agreed otherwise in writing, goods will be invoiced at the prices ruling at the date of despatch.

## **3. Payment**

a) Time of payment shall be of the essence of any Contract. For a buyer with an account, payment is due on or before the day due as per the credit terms agreed. If the buyer makes default on payment, payment in respect of all goods delivered but not paid for shall immediately become due and payment in respect of any goods delivered during the continuance of any such default shall become due immediately upon delivery.

b) Buyers who do not hold an account will be required to pay the whole of the purchase price of the goods before the goods are manufactured and/or delivered.

c) No retentions are permissible and the Buyer has no right to set off disputed moneys whether or not in respect of goods under any Contract to which these Conditions apply.

d) If the Buyer fails to make any payments 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 and the processing of new orders, until payment is made or terminate the Contract.

e) The Seller may at any time suspend performance of its obligations under any Contract until the Seller is satisfied that the Buyer is able to pay, or has given security for payment, for the goods.

4. **Title**

a) The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the Seller and the Buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer under which the goods were delivered.

b) Until such time as the property in the goods passes to the Buyer:-

i) the seller shall have absolute authority to retake, sell or otherwise deal with or dispose of all, or any part of the product in which title remains vested in the seller;

ii) for the purpose in which title remains vested in the seller or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the product or any part thereof is installed, stored or kept or is reasonably believed so to be;

iii) the seller shall be entitled to seek a court injunction to prevent the buyer from selling, transferring or otherwise disposing of the product;

iv) the buyer shall store or otherwise denote the product in respect of which property remains with the seller in such a way that the same can be recognised as the property of the seller;

v) the product must be retained by the buyer in identical packaging and in secure conditions and the buyer must not allow it to become intermingled with any other product or substance.

5. **Delivery and risk**

a) delivery shall unless otherwise agreed, be at the Buyer's normal place of business. The Seller reserves the right to choose the form of transport for the goods and the composition of the load.

b) Delivery dates and times are estimates only and no guarantee is given as to the delivery at any particular date of time. This clause is incapable of variation and is expressly agreed that time is not and cannot be made of the essence.

c) If for any reason the Buyer is unable to accept delivery when due, the Goods will be invoiced and payment will fall due as per the Buyer's terms in which the Goods are ready and due for delivery. Where the Buyer defers accepting delivery after the goods have been manufactured, the Seller may charge the Buyer any reasonable storage or additional transport costs which result.

d) When the goods (whether or not being the actual quantity ordered) are either collected by the Buyer from the Seller's premises or are free of all vehicle transit restraints and ready for unloading by the Buyer at the agreed delivery address, delivery in relation to those goods is complete and the risk in them shall pass to the Buyer.

e) On arrival of the goods at the place of delivery, the Buyer shall promptly provide unloading facilities and when the goods are ready to be unloaded shall unload the goods promptly. The Seller shall be entitled to receive from the Buyer all and any costs and expenses incurred as a result of the Buyer's failure to do so.

f) The Buyer is responsible for the unloading of the Goods and also for any damage to the Goods during unloading however caused. Any assistance provided by the Seller or its agents in respect of any unloading is entirely at the Buyer's own risk.

g) The Buyer agrees to inspect the Goods upon delivery or collection. The Seller shall have no liability for any loss or damage to goods in transit when the Buyer has signed the delivery note or, other delivery documents as received in good condition.

h) The Buyer shall not be entitled to reject any goods on the grounds that they have been delivered in incomplete quantities.

i) If a delivery is to be made to site a representative of the buyer should be therefore to meet our driver and unload the delivery. Failure to do this will result in the delivery being returned to our premises undelivered.

j) The Seller reserved the right to charge the Buyer should the delivery involve an unreasonable number of sites or delivery is requested outside of our normal range of delivery.

## 6. The Buyer's and Seller's rights

a) Any quotation given by the Seller is not an offer.

b) In no circumstances can orders for Goods, whether made to the Buyer's specific requirements or not, be cancelled by the Buyer. In the event of such cancellation the Buyer will be obliged to pay any material costs plus a handling charge for the Goods and administration costs incurred in full.

c) The Seller shall not be held responsible for the duplication of supply should more than one copy of an order be received from the Buyer.

d) If goods ordered are to be supplied to a template and the template dimensions differed from those specified in associated documents or correspondence, the order will be executed to the dimensions of the template. Templates must always be of a rigid material.

e) In accordance with trade customer, Buyer's glass is handled, stored and processed at the Buyer's own risk.

f) All illustrations, data and information in the Seller's printed literature are approximate representations and are not binding in detail. The Seller reserves the right to change specifications and other information in its literature and the Buyer must satisfy itself that the current stocks of goods are as depicted in any literature.

g) If a cheque received from the Buyer is returned or re-presented by the Seller's bank a minimum charge of £50 plus VAT will be made on each separate occasion.

h) If the Buyer should receive any defective goods, it is their responsibility to inform the Seller of the defect and request collection from the Seller once available for return. Upon receipt of a returned product and the agreement by the Seller that a product is defective, a credit note will be provided.

i) Any contract or order to which these Conditions relate is between the Seller and the buyer as Principals and is not assignable by the Buyer without the express written consent of the Seller.

j) The Supply of Goods hereunder shall not confer any right upon the Buyer to use any of the Seller's trademarks without our prior written consent and at all times such trademarks shall remain the Seller's property. Nor does it imply any right to use any patent that the Seller may have, or any indemnity against infringement of the right of third parties.

k) Where goods are manufactured and/or processed by the Seller in accordance with the Buyer's specification the Buyer shall indemnify the Seller in respect of any liability by the Seller in respect of any infringement or alleged infringement or any patent, design, copyright, trademark or other intellectual property of any party.

l) Unless expressly agreed otherwise in writing the seller may manufacture the goods at any of its works or plants and/or the Seller may sub contract the manufacture and/or supply of the goods.

m) Unless otherwise specifically agreed in writing by the Seller the Goods are supplied only on these conditions and no variation from or addition thereto (whether contained in any document emanating from the Buyer or made orally by any person acting or purporting to act on the Seller's behalf) shall have effect unless it is in writing signed by a person duly authorised on the Seller's behalf. Should any of these Conditions conflict with any conditions stated in the Buyer's order these conditions shall prevail. The buyer giving any delivery instructions for the Goods or any part thereof, or the acceptance of delivery of the goods or any part thereof or any document from the Buyer in confirmation of the transaction set out on the basis thereof after receipt of this document shall constitute unqualified acceptance from the Buyer of these Conditions.

## **7. Warranted, liabilities and standards**

a) the Seller warrants to the Buyer that goods shall conform to appropriate product standards as approved by The British Standards Institute (where applicable) or otherwise to recognised industry standards defined and published by the Glass and Glass Federation, 44-48 Borough High Street, London, SE1 1XB

b) The Seller offers a 10 year Guarantee in respect of Aluminium and UPVC sealed units and a 5 year Guarantee for Wood sealed units for failure of the sealed unit.

c) Save as expressly provided by these Conditions, or as expressly provided in any specific written warranty issued by the Seller, or as otherwise specifically agreed in writing by the Seller, all Seller's representations and statements (whether express or implied) and all

warranted, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

d) If a sealed unit should fail on Guarantee, the Seller reserved the right to send an Agent to the site to check the fitting of the unit.

e) Goods represented by the Buyer to be defective shall not, save as expressly provided for in these Conditions, or in any specific written warranty issued by the Seller, form the subject of any claim for injury, loss, damage or any expense howsoever incurred whether arising directly or indirectly from such alleged defects other than death or personal injury resulting from the Seller's negligence.

f) Except in respect of personal injury or death caused by the Seller's negligence the Seller shall not be liable to the Buyer for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise) which arise in connection with the supply of goods or their use or resale by the Buyer.

g) Optical, dimensional, other physical properties and colour of the goods are subject to the Seller's manufacturing specifications, tolerances, and/or standards, details of which are available on request.

h) Specification of the correct glass in accordance with appropriate British Standards and/or other statutory requirements is the responsibility of the Buyer. Where the goods ordered appear to contravene a relevant Code of Practice or British Standard the Seller reserved the right to substitute goods which meet the requirements and charge accordingly.

i) The Buyer shall be responsible for the correct use and/or installation of the goods and indemnify the Seller in respect thereof. The Seller accepts no liability for loss or damage resulting from failure to adhere to recommendations and guidelines laid down by the Glass and Glazing Federation.

j) The Seller shall not be liable for any advice or representation in respect of the goods unless confirmed in writing.

## 8. **Force Majeure**

a) If the performance of any Contract or any obligation thereunder is prevented by force majeure, the Seller shall be excused performance, provided that the Seller reasonably endeavours to remove such cause(s) of non performances, and shall continue performances thereunder without delay whenever such cause(s) are removed.

b) The term "Force Majeure" for these purposes includes acts of God, fire, accident, lightning, earthquakes, storms, floods, explosion, war, strikes, lock-outs, other industrial action, and any other circumstances, whether similar or dissimilar, beyond the reasonable control of the Seller.

## 9. **Termination**

If the Buyer makes default in any payment, or commits any breach of terms and conditions of any relevant Contract, or suffers on execution, or becomes insolvent, or commits an act of

bankruptcy, or enters into any arrangement or composition with his creditors or goes/is put into liquidation (other than solely for amalgamation or reconstruction) or if any administrator is appointed over the whole or any part of the Buyer's business, or if a petition from an administration order is presented to the Court, the Seller may, without prejudice to any rights which may have accrued or which may accrue to it, at its option:

- i) Require payment in advance for all or any prior, existing and/or further deliveries; and/or
- ii) Suspend any further deliveries until such default or breach, if capable of rectification is rectified , and/or
- iii) Terminate the relevant Contract; and/or
- iv) Terminated any other Contracts so far as any goods remain to be delivered thereunder.

10. **Applicable law**

These conditions and any contract arising hereunder shall in all respects be construed in accordance with English Law, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

## **Quotation terms and conditions**

Energy surcharge – will be at the prevailing rate.

Minimum area charge – annealed, toughened or laminated 0.30 m<sup>2</sup>, painted 0.5m<sup>2</sup>

Templates/cad take off – if template measuring or cad take off is required this will extend the lead time by 2-5 working days. All templates will be returned by your delivery of IG Units. An additional charge of £15 per template will be charged.

Lead times – actual lead times will be confirmed on receipt of order. If you require up to date lead time information please contact our office. All lead times are based on correct information being supplied by you the customer, they will commence once all of this information is correct.

Basis of quotation – this quotation is based on the information provided by you the customer at the time of quoting. Where there is insufficient information regarding quantities, size and shape of units Vetroseal assumes rectangular units of a standard size (1.5m<sup>2</sup>) Vetroseal reserves the right to amend the price where the quantities, size or shape of the units differ from these assumptions. This quotation is subject to review on receipt of finished sizes and quantities. Any additional costs incurred by Vetroseal as a result of other modifications will be passed on to you and may cause delay in manufacture and delivery. Any changes must be agreed by both parties in writing before proceeding with the order.

### **PLEASE NOTE CONDITIONS BELOW**

Order amendments – any amendments requested by a customer must be in writing. Any products that have already been ordered from our suppliers or batched for production or manufactured internally may be charged accordingly. Delivery dates may change subject to the amendment requested and the status of order within production.

### **Deliveries**

Stillage delivery's – any goods that are found to be defective due to quality issues, shortages or any other reason(s) must be reported in writing within 3 days of receipt of the order.

Hand-ball off-load any goods that are found to be defective due to quality issues, shortages or any other reason(s) must be reported at time of delivery on the delivery note and to the driver also in writing (via e-mail or fax to the Vetroseal office).

After this period Vetroseal will not accept liability and associated costs for replacement units. Prices are based on delivery by articulated vehicle in full loads, defined as 8 metal stillages or 12 wooden stillages. Delivery by alternative vehicle or with part loads to be agreed at time of order; this could

incur an extra charge. Express deliveries improving on our acknowledged delivery date will need to be agreed and could be subject to additional costs.

Where deliveries are required to site this has to be agreed with our office/transport department at the time of order, this service could be chargeable.

For any cancellations, changes to a site delivery please contact Vetroseal office at least 24 working hours prior to the agreed date/time slot, a new delivery time and date can then be agreed if you do not give enough notice contact the office transport department and the delivery is called back or turned away from site a non delivery charge could be added to your invoices.

All stillages are recorded on and off our vehicle and any un-returned-lost stillages will be charged at £500.00 each plus VAT.

Standard delivery times are 8am to 5pm Monday to Friday. Deliveries outside of these times will incur an additional delivery charge. Maximum delivery waiting time is one hour. Every hour over this time will be charged at £30.00 per hour.

## **Payment terms**

### **Account customers**

Prompt payment is expected from all customers.

Payments can be made by BACS, cheque and cash or alternatively by credit and debit card.

Your credit account will be placed on hold if payment has not been received within 5 working days of the due date.

Your account will be subject to a credit limit and where payment is requested to bring your account within this limit your account will be placed on hold if payment has not been received.

### **COD customers**

Where your terms have been agreed as COD the order will not be delivered/released for collection unless payment is available. Payments can be made by cheque, cash or you can telephone the office to make payment by direct debit or credit card. The cheque must be for the agreed date of delivery/collection and for the amount required in full.

### **All customers**

If a cheque should be represented or returned by the bank a £50 plus VAT charge will be made each time a cheque is represented or returned as per our general conditions of sale.

**Credit card payments**

All credit card payments will be subject to a 2.5% surcharge. Debit card payments will not incur a surcharge. Please note that we are unable to accept American Express or Diners Card.

**BACS payments**

Please find below our bank details to enable you to pay by this method:

Sort code: 60 08 46 account no: 67737595

If you have any queries on your account please do not hesitate to contact me.

On behalf of Vetroseal Ltd

Dear Customer

Please find attached a copy of our Company's terms and conditions upon which we trade and upon which you are legally bound.

Please retain a copy for your records.

Kind regards

VETROSEAL