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VAT. Reg. No. 470 8258 34

MEMBERS OF THE GLASS & GLAZING FEDERATION



Terms and Conditions of Sale (Account holders)

1. QUOTATION

The acceptance of our quotation will not constitute a contract being formed. A contract will only be entered into upon our written acknowledgement and acceptance of your written instructions or official order. Any contract thus entered into shall incorporate and be subject to these conditions according to their provisions. No conditions of offer stated by the client shall be valid or apply unless expressly accepted in writing by a Director of this company.

2. PRICES / RATES

a) the price payable for the goods / services sold shall be that contained in our quotation provided that the order has been accepted by us within the period specified in the quotation. b) Any typographical or clerical omission in any sales literature, quotation, price list, acceptance to offer, invoice or other document or information issued by us shall be subject to correction without liability on our part. c) Unless we otherwise agree in writing all prices shall be deemed to be exclusive of Value Added Tax which shall be payable in addition by you at the rate prevailing at the tax point. d) Unless we otherwise agree in writing we reserve the right to charge you the cost of transportation of the goods to the destination requested by you.

3. INSTALLATION

Unless we otherwise agree in writing, standard installation refers to a pre-formed opening, complete with structural members, flashings or concrete cill section into which the basic window, door or curtainwall screen can be installed without alteration, adaptation or alteration. Standard fixings are shielded 8mm anchor fixings of up to 100mm in length, either through the frame, or fixing strap at our discretion. Standard sealants are low modulus neutral cure silicone sealants of either clear, white, brown or grey colour that are classified as standard colours with our suppliers. Installations will be plumb and level to the accepted tolerances of the system suppliers, we reserve the right to make installations more visually acceptable should the surrounding materials be off the level or plumb by installing the window, door or curtainwall screen outwith the suppliers tolerances at your own risk. Our liability and responsibility is limited to the window unit, door unit, screen unit and or any trim / sealant supplied and installed by us only. Any damage / deterioration to the surrounds or surrounding materials / fabrics / decoration however caused is your responsibility to insure / protect, repair or replace unless otherwise specifically noted in writing by a Director of this company.

4. PAYMENT

Each contract entered into in accordance with clause 1 is divisible. Notwithstanding the terms of clause 1 where goods, materials and services are supplied, delivered and provided, each consignment / service provided shall be deemed to arise from a separate contract and shall be invoiced separately and shall be payable in full (without deduction or set-off) according to the terms of payment provided herein without reference to and notwithstanding any defect or default in the goods, materials or services supplied in any other consignment / service provided (or pursuant to any other contract) or in the supply or delivery of such goods, materials and services provided. Payment of each invoice is required within 28 days of the date of invoice. Time of payment is the essence of the contract. On failing to make full and/or prompt payment, this company may withhold delivery of all or part of any goods, materials or provision of services sold to the Client until payment in full of is made and during such time the goods, materials and service provision withheld shall be at the sole risk of the Client. Furthermore the Client shall (without prejudice to any other rights of this company) become liable to pay this company the interest amount due at three percent above the base rate from time to time of the Bank of Scotland plc calculated from the date of the due payment until the date of the actual payment before and after (and as a separate continuing obligation not merging with) any Judgement.

5. WARRANTIES

At the request of the Client, the Company, at its sole discretion, may grant or procure a warranty or warranties in respect of the manufacturing of goods supplied and/or materials used as component parts of such goods supplied and/or provision of services supplied and that on terms and conditions to be agreed between the Client and the Company. The Client acknowledges and agrees that any agreement that the Company will grant or procure such a warranty or warranties is separate and distinct from the Clients rights and obligations in terms of each contract entered into in terms of clause 1. In particular the Client acknowledges and agrees that the obligation to make payment pursuant to clause 3 arises from a separate and distinct contract from any agreement that the Company will grant or procure such a warranty or warranties and that the Client has no entitlement (including insolvency of the company) to retain or claim right of setoff in respect of any payment due in terms of clause 3 on the grounds that the Client claims to have a claim or right to claim (including any potential right to claim) undersuch a warranty or warranties.

6. LOSS OF DAMAGE

The Client should check deliveries against advise and delivery notes. Upon acceptance of the goods and materials delivered, all risks pertaining to the same shall pass to the Client. This company shall not be under any liability to replace or repair goods and materials lost or damaged in transit, unless written notice has been given to this company in the case of loss within seven days of the date of dispatch and in the case of damage within three days from receipt of the damaged goods and materials.

7. DELIVERY/COMPLETION DATES

All delivery and/or completion dates will be calculated from the time of final approval of manufacturing drawings and receipt of all information necessary to enable this Company to carry out the work. Any time or date named by this Company as a Delivery/Completion Date shall be given and is intended as an estimate only and shall not be deemed to be of the essence of the contract. Whilst every effort will be made to adhere to quoted dates the Company cannot accept responsibility for delays due directly or indirectly to war, strikes, lockouts, breakdown of machinery, delays in transport, accidents, Government Prohibition or restriction, fire or any cause outside its reasonable control. Failure to deliver and/or complete under contract on a due date shall not entitle the Client to:

- Reject any goods or materials by reason of short delivery.
- Refuse a delivery of goods and materials tendered after such date.
- Make a claim for damages in respect of late delivery and/or completion
- Rescind the contract.

8. SPECIFICATIONS

Specifications, Descriptions and Drawings submitted by this Company are approximate only (being intended to serve merely as a guide) and are not binding in detail unless stated to be so in our tender. Particulars of the goods and materials used by the Company are stated in good faith as being approximately correct and any deviation there from shall not be regarded as a breach of contract on the part of this Company entitling the Client either to rescind the contract or to make any claim for damages against this Company. It is the exclusive responsibility of the Client to satisfy himself that the goods and materials ordered are suitable for the particular purpose for which he requires them, notwithstanding that he may make known such purpose to the Company.

9. TITLE OF GOODS

a) Until we (which for the purposes of each contract will include any third party to whom the right to payment in respect of the goods, materials, services supplied and delivered has been or may be assigned) have been paid in full the price of the goods / services provided and all other goods / services agreed to be sold by us to you for which payment is then due together (where applicable) with the costs of packaging and delivery plus interest and charges thereon:

- We shall retain ownership of the goods
- You may sell and deliver the goods and services provided to third parties in the ordinary course of your business, acting towards such third parties as a principal and not as our agent, but you shall hold all proceeds of sale in trust for us (or our assignees) in a separate bank account to be nominated by us or our assignees and you hereby assign to us all rights and claims which you may have against your customers arising from such sales until full payment is made as aforesaid.
- You shall if required by us (or our assignees) store the goods in such a way as clearly to show us (or our assignees) ownership of them.
- You shall notify us (or our assignees) immediately upon demand of the place or places where the goods are situated.
- You shall afford to us (or our assignees) access to the goods during all normal business hours whether they are upon land occupied by you or your customers and you shall deliver the goods up to us (or our assignees) on request and allow us (or our assignees) to remove the same. For this purpose you hereby grant an irrevocable right and licence to our employees or agents or the employees or agents of our assignees to enter upon the said land with or without vehicles during normal business hours.
- Notwithstanding the terms of clause 9a we or our assignees shall be entitled to bring and maintain court action against you for payment of the price of the goods, materials and services provided supplied and delivered.
 - Any notice that an administrator, administrative receiver, or other receiver manager is to be or has been appointed in respect of your undertaking or a material part thereof or other property or assets;
 - Any notice that a petition to wind up you is to be or has been presented under Section 124 of the Insolvency Act 1986 or otherwise or any notice of a proposal to pass a resolution to wind you up (including any proposal by you so to do);
 - Any decision by you to make a voluntary arrangement or composition with your creditors or any notice to you and/or any of your creditors that a proposal for the same is to be or has been made;
 - You becoming unable to pay your debts as such expectation is defined by the Insolvency Act 1986; or
 - Any notice to you that you are to be the subject of a petition for an administration order or the making of any administration order in respect of you; and you shall immediately notify us in writing upon the happening of any such event.
- On receipt of written notice from us or our assignees or on the happening of any of the events set out in clause 9c, your authority to sell our goods shall be immediately be withdrawn and all such goods and products made there from shall immediately be delivered to us at your cost and risk.

10. INDEMNITY

The Client will indemnify the Company against any claim made against the Company in respect to any injury to any person or damage to any property arising from any defect in the goods and materials or anything done or omitted to be done in the delivery or installation thereof to the Client, including any such injury caused by the negligence of the Company, its employees or agents.

11. FOREBEARANCE

The Company's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Client and no waiver by the Company in respect of any breach shall operate as a waiver in respect of any other or subsequent breach.

12. Contract

Each contract entered upon by this Company (Crest Glazing Ltd) and a Client shall be governed by and construed in accordance with the law of Scotland.