

# Terms & Conditions

These terms alone shall govern and be incorporated in every contract for the sale of goods made by First Glass Roofs Ltd- the seller. These conditions shall apply in place of and prevail over any terms or conditions of sale shall be effective unless expressly by us in writing.

## 1. Price

- 1.1 The price quoted excludes VAT (unless stated otherwise).
- 1.2 Our quotations lapse after 30 days (unless otherwise stated).
- 1.3 The price quoted excludes delivery (unless otherwise stated)
- 1.4 Rates of tax and duties on the goods will be those applying at the time of delivery.
- 1.5 Any written orders we receive from you will be treated as confirmed.
  - 1.5.1 All customer orders must be from the approved account holding company. Third party name will not be accepted.

## 2. Delivery

- 2.1 All delivery times quoted are estimates only. You are advised not to make prior onward commitments until you are in possession of the goods you have ordered. We are not liable for any consequential loss resulting from any such delay of delivery.
  - 2.1.1 You may not cancel if we receive your notice after the goods have been dispatched; and If you cancel the contract, you can have no further claim against under the contract.
- 2.2 If you accept delivery of the goods after the estimated delivery time, it will be on the basis you have no claim against us for delay (including indirect or consequential loss or increase in the price of goods.)
  - 2.2.1 All delivery notes must be signed, dated and signatory's name printed clearly, to acknowledge receipt of delivered quantity and quality.
  - 2.2.2 We may deliver the goods in instalments with prior arrangement dependant on the volume. In such case each instalment is treated as a separate contract.
- 2.3 We may decline to deliver if:
  - 2.3.1 We believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
  - 2.3.2 The premises (or the access to them) are unsuitable for our vehicle.
  - 2.3.3 We do not have a site contact name/number by the day of scheduled delivery.
  - 2.3.4 There is insufficient equipment/amount of manpower able to offload the goods.

## 3. Risk

- 3.1 the goods are at your risk from the time of delivery is acknowledged by your agent signing our delivery note.
- 3.2 Delivery takes place either;
  - 3.2.1 At our premises (if you are collecting the goods or arranging carriage); or
  - 3.2.2 At your premises or address specified by you on your order, we reserve the right to charge for site delivery unless it is agreed prior to accepting the order.
  - 3.2.3 We allow 20 min per drop, any additional time taken will be charged and payable at a rate of £50 per hour for each additional hour our delivery vehicle is at your designated delivery address.
- 3.3 You must inspect all delivery of goods within 24 hours from receipt and your authorised employee must sign, date and print name on our delivery note as receipt
  - 3.3.1 Under no circumstances will goods be replaced if 3.3 is not complied with.

## 4. Payment terms

- 4.1 You are to pay us in cleared funds prior to delivery, unless you have an approved credit account.
- 4.2 All customers with pro-forma accounts with us must pay for the order before it is produced. Delivery time will be counted from the time the cleared payment is received.
- 4.3 If you have an approved credit account, payment is due by the end of the month in which the goods were

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invoiced.

4.4 if you fail to pay us on the due date we may:

4.1 Suspend or cancel future deliveries

4.2 Cancel any discount off to you

4.3 Charge you interest at the rate set under section 6 of the late payment of commercial debts (interest) act 1998.

a) Calculated (on a daily basis) from the date of our invoice until payment;

b) Before and after any judgement (unless a court orders otherwise);

4.4 Claim fixed sum compensation from you under section 5A of that Act to cover our credit control overhead costs; and

4.5 Recover the cost of taking legal action to make you pay.

4.5 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice.

4.6 You shall pay all amounts due under any contract made under these terms in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off of counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by you against any amount payable by us to you.

4.7 while you owe money to us, we have a lien on any of your property in our possession.

4.8 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, including legal costs on full indemnity basis and the costs of instructing a debt due to us if any) following any breach by you of any of your obligations under these terms.

## 5. Title

5.1 Title to the goods not pass to you until we have received payment in full (cleared funds) for;

5.1.1 the goods; and

5.1.2 any other goods or services that we have supplied to you in respect of which payment has become due.

5.2 Until title to the goods has passed to you, you shall:

5.2.1 hold the goods on a fiduciary basis as our bailee;

5.2.2 store the goods separately from all other goods held by you so that they remain readily identifiable as our property.

5.2.3 not remove, deface or obscure any identifying mark or packaging on or relating to the goods;

5.2.4 maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

5.2.5 notify us immediately if it becomes subject to any of the events listed in clause 6.2; and

5.2.6 give us such information relating to the goods as we may require from time to time, but you may resell or use the goods in the ordinary course of your business.

5.3 if before title to the goods passes to you, you become subject to any of the events listed in clause 6.2, or we reasonably believe that any such event is about to happen and notifies you accordingly, then, provided that the goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the goods and, if you fail to do so promptly, enter any of your premises or of any third party where the goods are stored in order to recover them.

## 6. Your Insolvency or Incapacity

6.1 If you become subject to any of the events listed in clause 6.2, or we reasonably believe that you are about to become subject to any of them and notify you accordingly, then, without limiting any other right or remedy available to us, we may cancel or suspend all further deliveries under these Terms or under any other contract between you and us without incurring any liability to you, and all outstanding sums in respect of goods delivered to you shall become immediately due.

6.2 For the purpose of clause 6.1, the relevant events are:

6.2.1 You suspend, or threaten to suspend, payment of your debts, or you are unable to pay your debts as they fall due or you admit inability to pay your debts, or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of

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section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply:

6.2.2 You commence 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 your creditors other than (where you are a company) where these events take place for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction:

6.2.3 (You, being a company) a petition is filled, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up, other than for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction.:

6.2.4 (you, being an individual) are the subject of a bankruptcy petition or order:

6.2.5 Your creditor or encumbrancer 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 your assets and such attachments or process is not discharged within 14 days:

6.2.6 (You, being a company) 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 you:

6.2.7 (You, being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver:

6.2.8 A person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets:

6.2.9 Any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 6.2.1 to clause 6.2.8 (inclusive):

6.2.10 You suspend, threaten to suspend, cease to threaten to cease to carry on all or substantially the whole of your business:

6.2.11 Your financial position deteriorated to such an extent that in our opinion your capability to adequately fulfil your obligations under these Terms or any contract between us has been placed in jeopardy:

6.2.12 And (you, being an individual) die or, by reason of illness or incapacity (whether mental or physical), is incapable of managing your own affairs or becomes a patient under any mental health legislation.

6.3 Termination of these Terms or any other contract between us, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of these Terms shall continue in full force and effect.

## 7. Warranties

7.1 We warrant that the goods:

7.1.1 Comply with their description: and

7.1.2 Warranty of the goods supplied is as per our standard warranty certificate issued to you.

7.1.3 Are free from material defect at the time of delivery.

7.2 All Glass supplied by us shall be supplied in accordance with BSI 12600. A copy of BSI 12600 can be obtained from British Standards Institute.

7.3 We accept no responsibility to ensure that you conform to BSI12600 and all other relevant safety standards which are in existence or may be introduced under any British Standards or Code of Practise, it is your responsibility to comply with the necessary safety standards in existence or those that may be introduced subsequently.

7.4 We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.

7.5 Our warranty does not cover any fitting.

7.6 Our warranty is non-transferable. Terms & conditions are non-transferable.

7.7 Spontaneous toughened glass breakage is not covered under warranty

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## 8. Limitation of Liability

- 8.1 Nothing in these Terms shall limit or exclude our liability for:
  - 8.1.1 Death or Personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable):
  - 8.1.2 Fraud or Fraudulent misrepresentation.
  - 8.1.3 Breach of the terms implied by section 12 of the Sale Goods Act 1979:
  - 8.1.4 Defective products under the Consumer Protection Act 1987: or
- 8.2 If you believe that we have delivered goods that are defective in materials or workmanship, you must in the first instance:
  - 8.2.1 Follow section 3 of these terms.
  - 8.2.2 Allow us to investigate (we may access your premises and product samples). We may request that you return the goods to us for inspection at your expense.
- 8.3 If the good are found to be defective in material or workmanship (following our investigations) and you have complied with those conditions (in clause 8.2) in full, we will (at our option Supply replacement of the faulty component to site.
- 8.4 Subject to clause 8.1:
  - 8.4.1 We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms or any other contract between us (including any losses that may result from our deliberate personal repudiatory breach of these Terms or any other contract between us): and
  - 8.4.2 Our total liability to you in respect of all other losses arising under or in connection with these Terms or any other contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by our deliberate personal repudiatory breach shall not exceed the price of the goods.

## 9. Specification

- 9.1 If we prepare the goods in accordance with your specification and order or written instructions you must ensure that:
  - 9.1.1 The Specifications, drawings, or instructions are clear and accurate:
  - 9.1.2 Goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them and:
  - 9.1.3 Your specifications or instructions will not result in the infringement of any intellectual property rights of third party, or in breach of any applicable law or regulation.
- 9.2 We reserve the right:
  - 9.2.1 To make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements: and
  - 9.2.2 To make without notice any minor modifications in our specifications we think necessary or desirable.
- 9.3 To the extent that the goods are to be manufactured in accordance with your specification supplied by you, you shall indemnify us 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 professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the specification. This clause 9.3 shall survive termination of these Terms or any other contract between us.

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## 9.4 Spontaneous breakage –

There is a small risk that thermally toughened glass can break for no apparent reason. Nickel sulphide inclusions (NiS) are one of many known, but not exclusive causes of ‘spontaneous’ failure. Nondetectable in float glass manufacture, the risk of NiS induced failure can be reduced by heat soak testing of thermally toughened glass, however it can never be eradicated. It is the responsibility of the specifier to determine whether heat soak testing of thermally toughened glass is required. First Glass Roofs Ltd do not accept any liability for ‘spontaneous’ breakage of thermally toughened glass or heat soaked thermally toughened glass due to NiS or any other cause.

## 9.5 Thermal Safety –

We strongly recommend a thermal safety check on all annealed and annealed laminated glass types. However, it is the responsibility of the customer to undertake relevant thermal safety checks for the specific situation. First Glass Roofs Ltd do not accept any liability for breakage due to thermal stress.

## 9.6 Industry Standards -

Insulating glass units are manufactured in accordance with BS EN 1279 with a minimum 10mm sightline and carry a five-year warranty against material visual obscuration due to interstitial condensation or, in the case of coated glass, deterioration of the coating through faulty manufacture. Laminated safety glass is manufactured in accordance BS EN 14449. Thermally toughened safety glass is manufactured in accordance with BS EN 12150. Heat soaked thermally toughened is manufactured in accordance with BS EN 14179.

## 9.7 Roller wave and overall bow –

Where possible and if requested by the customer we endeavour to ensure toughening roller wave is consistent in orientation. Panes with a width exceeding 2400mm will only have horizontal roller wave. 4mm toughened glass exceeding 1300mm in both dimensions and 6mm toughened glass exceeding 2000mm in both dimensions may exhibit roller wave and overall bow levels above the maximum levels in accordance with BS EN 12150 and BS EN 14179. Panes ordered exceeding these dimensions are entirely at the customer’s risk. First Glass Roofs Ltd will not offer any warranty and cannot guarantee the quality or suitability for purpose.

## 9.8 Glazing materials and sealants –

Only materials and sealants specifically designed for glazing of IGU’s that have been tested to be compatible with IGU sealants should be used. It is the responsibility of the customer to confirm the compatibility from the relevant material or sealant supplier. First Glass Roofs Ltd do not accept any liability for quality issues caused by non-compatibility reactions.

## 10. Cancellation

- 10.1 You may not cancel this order unless agreed in writing (and clause 2.2.2 and 10.2 then apply)
- 10.2 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
- 10.3 We may suspend or cancel the order, by written notice if:
- 10.4 You fail to pay us any money when due (under the order or otherwise):
- 10.5 You become insolvent:
- 10.6 You fail to honour your obligations under these terms.

## 11. Waiver and Variations

- 11.1 Any waiver or variation of these terms is binding in honour only unless:

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- 11.1.1 Made (or recorded) in writing:
  - 11.1.2 Signed on behalf of each party: and
  - 11.1.3 Expressly stating an intention to vary these terms.
- 11.2 All orders that you place with us will be on these terms (or any that we issue to replace them.) By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

### 12. Force Majeure

- 12.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you without liability.
- 12.2 Examples of those circumstances include Act of God, accident, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

### 13. General

- 13.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
- 13.2 If you are more than one person, each of you has joint and several obligations under these terms.
- 13.3 If any of these terms are unenforceable as drafted:
  - 13.3.1 It will not affect the enforceability of any of these terms: and
  - 13.3.2 If it would be enforceable if amended, it will be treated as so amended.
- 13.4 All brochures, catalogues, web information and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract to us.
- 13.5 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post, email or by fax) the other's registered office or principal place of business. All such notices must be signed.
- 13.6 No contract will create any right enforceable (by virtue of the Contracts (Right of Third Parties) Act 1999) by any person not identified as the buyer or seller:
- 13.7 The only statement upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:
  - 13.7.1 Contained in our estimate (or any covering letter) and not withdrawn before the contract is made: or
  - 13.7.2 Which expressly state that you may rely on them when entering into contract.
- 13.8 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.