

Terms and Conditions

These Terms and Conditions of Business ("The Terms") and the Order set out the entire agreement between you ("the Customer") and Fullglass Glazing Services Limited ("the Company"). Please read these terms carefully. Placement of order or receipt of a deposit shall constitute acceptance of these Terms.

Product

The Company agrees to supply (and, where applicable, install), and the Customer agrees to purchase the product(s) set out on the Order/Invoice ("the Products").

The Company reserves the right to undertake such modifications or improvements to any of its products as shall be deemed necessary from time to time without any prior notification and such notifications or improvements shall not entitle the customer to reject any products as so improved or modified or any products previously supplied to the customer prior to the modification of improvement being affected.

Site Survey and Lead Time

The Company will, where applicable, undertake a survey of the site at which the Customer wishes to have the Products installed ("the Site Survey") once an order has been received. Unless otherwise agreed in writing with the Customer, the Company's lead-time for the delivery of the Products shall be a maximum of three (3) working weeks from the date that the Site Survey is completed. This does not include specialist products such as fire glass and double glazed units for example, for painted items please allow 7-10 working days.

The Company will use its reasonable endeavours to carry out a Site Survey within five (5) days of the date it receives a completed order or payment of a deposit from the Customer. If the Customer does not have an account with the Company the five (5) days will commence from the date of receipt of the Customer's deposit. All quotes given are subject to site surveys.

Cancellation

Due to the bespoke nature of the Products it is difficult to cancel orders on occasions. In the event of cancellation, the Company will retain the Customer's deposit. Any cancelled order for Products that have already commenced manufacture by the Company must be paid for in full. Cancellation of order will be accepted without charge (not including deposits) provided no work has been done nor any special materials ordered which cannot be cancelled. For any works carried out a price to cancel will be charged on a quantum merit basis save that cancellation will not be accepted in respect of any order the manufacture of which has been substantially completed.

Delivery

When all Products set out on the Order Form/Invoice have been manufactured, the Company will contact the Customer and arrange a mutually convenient delivery date ("the Delivery Date").

- 1) Delivery shall for these conditions be which ever comes first
 - a) Actual delivery to the customer, its carrier, agents of contractors, or
 - b) Collection by the customer, its carriers, agents or contractors from the company's place of business
- 2) Although the company will use its best endeavours to deliver according to the contract, any date or period which may be agreed for the delivery is intended as an estimate only and the company cannot therefore be held liable for direct or indirect loss due to failure to deliver on any specific date or dates or within any specific period
- 3) Unless otherwise agreed the goods shall be dispatched to the customers place of business
- 4) The company shall be permitted to deliver the goods (or any part thereof) before the delivery date or the expiry of the delivery period whichever the case may be
- 5) Where the contract provides for delivery by instalment each instalment shall be deemed to be subject to a separate contract and non delivery or delay of delivery of any instalment shall not affect the balance of the contract or entitle the customer to cancel the same.

The Customer must give the Company at least five (5) working days written notice before the Delivery Date in the event that the Customer wishes to delay delivery of the Product(s).

Storage of glass on site

It is not anticipated that glass will be stored on site unless we are advised otherwise. However, where glass is stored we recommend that it is away from other trades and preferably in a lockable room so as to avoid potential damage to the glass. Where A frames are required, we may be able to assist by hiring out spare storage racks. However, we must ensure that we have sufficient quantity for our production and transport needs and we are therefore unable to guarantee that we will have frames available. A non-refundable deposit of £100 is requested with rental at £5 per day. The A frame must be returned to Chelsea Artisans within 2 weeks at customer cost. If the A frame is not returned within this time, we reserve the right to charge a further £350.00

Storage off glass off site

Fullglass Glazing Services Ltd recognise that there are occasionally delays on projects. In these circumstances, we will endeavour to help and store the glass for you. However, we have limited storage

space and may be unable to assist. We will charge for glass that is stored at our premises and it will be duly insured as goods held in trust. If the goods have been paid for, they will be clearly identified as the property of our customer.

Materials supplied by others

It is the case that your order may consist of materials from a third party (lamine interlayers, artwork, fixings, steelwork for example). Fullglass Glazing Services Ltd will not be held liable for any delays attributable to any third party supplier. We will have quoted delivery lead times in good faith based on their quotations to us. Prices quoted may be subject to change at the time of order should a third party advise of changes in their prices to us.

Site Preparation and Installation

The Customer is solely responsible for ensuring that the site is suitably prepared for installation. In the event that damp or dry rot is in situ, the Company recommends that the condition be treated well in advance of the agreed date for delivery and installation of the Product(s).

Electrical and telephone points, utensil racks, appliances, cabinetry and all fixtures must be fitted or marked before the Site Survey, as changes cannot be made to the Product(s) once it is cut and toughened. Translucent Low Modular Silicone is applied to outer perimeter of the Product(s) for sealing and waterproofing purposes, where sated. Seals may vary depending on joinery, walls and worktops being level or plumb. Walls are rarely straight and as such natural wall gaps may occur. It is therefore advisable to have splash backs or up stands fitted unless the customer intends to tile.

If the Company is not installing the Product(s), silicone must be purchased from the Company and installation should be carried out using recommended products.

The Company shall not be responsible for any issues relating to the size or fit of the Product(s) if (a) the Product(s) are ordered without the benefit of a Site Survey by the Company's qualified installers or (b) the Product(s) are installed by unqualified installers (c) measurements are provided by the customer, if not we can not be held responsible for any damages caused to the glass or backing.

Templates

Where templates are required and supplied by the customer it shall be the responsibility of the customer to ensure that templates are accurate and of good quality. No responsibility can be accepted for ill fitting products which result from template defect. Were templates

are made by the company it is the responsibility of the customer to ensure no elements on site change that will then result in the glass being cut from said templates being unusable. Should the glass be unusable after the company has taken templates due to changes on site then the customer will be responsible for the full cost to re do any reworks or re templates.

Completion of Order

The Customer's order will be deemed completed when all Product(s) set out on the Order Form have been installed, or, if the Customer does not require installation, on delivery. Any Product(s) found to be faulty after installation will be rectified under conditions set out below. For the avoidance of doubt, faulty Product(s) will not constitute incomplete installation.

Title and Risk

The goods shall remain the sole and absolute property of the company until such time as the customer shall have paid to the company the full purchase price thereof.

The risk passes to the customer as soon as the goods are delivered as defined in conditions of delivery, provided that in the event of the goods being stored on behalf of and at the specific request of the customer the risk on the goods passes to the customer from the date storage commences.

Payment Terms

Unless otherwise agreed with the Customer in writing, payment shall be due immediately from the date the Company submits an invoice to the Customer or for non account customers payment is due before glass can be released or fitted. In the event of late payment, the Company reserves the right to:

Charge late payment interest of 2.5% per month on the complete outstanding balance of the account. Late payment compensation of £70 will be charged under the late payment of commercial debts regulations 2002.

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

- Compounded on the first day of each calendar month; and
- Before and after any judgment (unless a court orders otherwise).
- Failure to complete payment may result in loss of deposit, payment of all costs of materials and non-delivery of the Product(s);
- Suspend or cancel future deliveries or outstanding work;
- Cancel any discount offered to the Customer.

Account suspension or removal

The Customer does not have the right to set off any money they may claim from the Company against anything that they may owe the Company.

While the Customer owes money to the Company, the Company has a right to keep any property the Company may hold of the Customers until payment has been received in full.

If the Customer breaches any of its obligations under these terms, they are to indemnify the Company in full against all direct or indirect expenses and liabilities incurred including legal costs and other related costs on a full indemnity basis.

The Company may take any of the actions in this clause at any time without notice.

If accounts due are not received by the date due i.e 30 days end of month invoiced, any warranties and guarantees will be void. MCD discounts were applicable have already been taken into consideration when quoting.

Glass Tolerances

Most of our glass is fabricated/cut using an automatic cutting machine.

Due to the nature of our products and the way in which they are produced our tolerances on glass are +/- 3mm.

Repeat Orders

The company reserves the right to decline to produce repeats in construction which, in the company's reasonable opinion, experience has shown to be unsound or which are regarded as obsolete. Orders for repeat products must contain ALL details of product required not just "as before".

Colour

Colour is to be chosen from the Company's standard range, from the **RAL**, **British Standard** or **NCS** paint charts. Due to the variation in the manufacture of glass the colours as shown on the colour chart or sample cannot be guaranteed 100%.

The Company will use its reasonable endeavours to match as closely as possible the finished Product with the colour swatches provided, however the Customer is advised that it is difficult to match a printed colour chart with the finished colour on glass.

Certain glass types other than Low Iron (Used Consistently for Back Painted Products) have a higher content of iron in them which causes a green effect that changes the final colour of the colour coat. Please refer to the company's existing coloured glass samples for a more accurate indication. The colours on samples are slightly lighter than the finished product as samples allow more light through the edge of the glass thus making the colour lighter.

It is recommended that Customers should supply the **RAL**, **British Standard** or **NCS** colour code and not rely on colour matching through the company, as this is open to different perspectives.

Painted glass and Diamond Dècor colour coated products are supplied subject to the following clarifications:

a) Variations in appearance may occur in both the clear glass and colour coating in different production batches.

b) It is not possible to guarantee that additional or replacement panels will match previously supplied

panels nor to samples unless the samples have been taken from the same production batch.

Amendments

Please note any cost increases necessitated by the Site Survey are the sole responsibility of, and shall be payable by the Customer. Any amendments in respect of changes requested after the final measure and survey are also payable in full by the Customer. Any changes relating to changed position of sockets, taps, phone sockets, light switches or other fixtures are at the expense of the Customer.

Non-Delivery and Defects or Damage to Product(s)

Any claim for non-delivery of any Product(s) must be notified in writing by the Customer to the Company within seven (7) days of the date of the Delivery Date. Any claim that any Product(s) have been delivered damaged, and not of the correct quantity or do not comply with their description must be notified in writing by the Customer to the Company within two (2) days of the Delivery Date. Any alleged defect must be notified in writing by the Customer to the Company within (2) days of the installation of the Product(s). Glass Logic accepts no responsibility for any damage or shortages to glass once received by the customer. It is the **Customer's responsibility to check panels on receipt**. Allowing a third party to take delivery is at our Customers own risk. If you have any questions regarding the above, please contact our office. Any claim must be in writing and must contain full details of the claim including a full description of any allegedly defective Product(s). The Customer shall afford the Company a reasonable opportunity and facilities to investigate any claims made. If the Customer establishes that any Product(s) have not been delivered, have been delivered damaged, are not of the correct quantity, or do not comply with their description the Company shall, at its option, replace with similar goods any Product(s) which are missing, lost or damaged or do not comply with their description. Where colour is an issue, goods are to be returned to the company, prior to any rectifications being made.

The delivery of any repaired or replacement Product(s) shall be at the Customer's site or other delivery point specified for the original Product(s).

Painted Glass and Diamond Dècor colour coated products are supplied subject to the following clarifications:

a) Variations in appearance may occur in both the clear glass and colour coating in different production batches.

b) It is not possible to guarantee that additional or replacement panels will match previously supplied

panels nor to samples unless the samples have been taken from the same production batch.

Breakages and/or Shortages

Due to the fragile nature of the company's products, no claim for loss, damage or short delivery can be accepted unless the driver/sales assistant is notified at the time of delivery or collection, in the case of defects, the relevant goods need to be returned on the delivery vehicle and/or the delivery note marked accordingly. If said goods are not returned to the company they are fully chargeable as an extra.

Limitation of Liability

Under no circumstances shall the Company have any liability of any kind for:

(a) Any defects resulting from wear and tear, accident, improper use by Customer or use by the Customer except in accordance with the instructions or advice of the Company or neglect.

(b) Any Product(s) that have been adjusted modified or repaired except by the Company.

(c) The suitability of the Product(s) for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company.

(d) Any substitution by the Customer of any materials or components not forming part of any specification of the Product(s) unless agreed in writing by the Company.

(e) Any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Products and are not to form part of these Terms or be treated as representations.

(f) Any technical information, recommendations, statements or advice furnished by Company its servants or agents not given in writing in response to a specific written request from the Customer prior to the incorporation of these Terms; or

(g) Any variations in the quantities or dimensions of any Product(s) or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the subject matter, and the substituted materials or components are of a quality equal or superior to those originally specified.

(h) Defects due to un prepared surfaces.

The Company shall have no liability to the Customer for any loss or damage of any nature

arising from any breach of any condition of these Terms or any negligence, breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform under these Terms except: (a) for death or personal injury resulting from the Company's negligence; or (b) as expressly stated in these conditions.

In no circumstances shall the liability of the Company to the Customer under these Terms exceed the invoice value of the Product(s).

Product Care

It is the responsibility of the Customer to follow manufacturer's instructions and to treat the Products with due care and attention, as no responsibility can be accepted by the Company for damage caused by incorrect use or cleaning with products that contain bleach or other corrosive agents. Glass should be cleaned with glass cleaning products.

General

These Terms shall be governed by laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

The parties agree that these Terms and the Order Form constitute the entire agreement and understanding between the parties. These Terms and the Order Form/Invoice supersede all understandings, representations and agreements made between the parties. However neither party seeks to exclude or limit liability for any fraudulent misrepresentations.

The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under these Terms does not imply that other rights will be waived. If a party has a right arising from the other party's failure to comply with an obligation under these Terms and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

Each clause of these Terms is a separate term and is intended to stand alone. Should any provision of these Terms be held to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms which will continue to be valid and enforceable to the fullest extent permitted by law.

All quotes given are priced within normal working which are between 6am and 4pm Monday to Friday, out of hours is classed as Saturday or Sunday.