

TERMS AND CONDITIONS OF SALE

1. General.

- a. 1st Class Window Systems Limited shall be called "the company" and Head Office shall mean Unit 20 Potts Marsh Industrial Estate, Westham, Pevensey, East Sussex BN24 5NH. "the buyer" shall mean the person, firm or company placing the order with 1st Class Window Systems Ltd. "the premises" shall mean the buyers business and/or delivery address.
- b. All contracts between the parties shall be subject to these conditions, and shall not be assigned without the written agreement of the company's Managing Director.
- c. These conditions should be read in conjunction with the Consumer Rights Act 2015 which shall prevail to the extent of conflict with any specific provision whilst all other terms and conditions herein shall remain in force.
- d. This document contains all the conditions upon which the company is prepared to enter into a binding agreement for the sale of goods. The placing of the first order by the purchaser who has had notice of these conditions, shall constitute acceptance by the purchaser that only these conditions apply to that and all future contracts entered into by the parties.
- e. No variations of these terms will apply, whether proposed or stipulated by the buyer or any other parties unless these variations are agreed in writing by the company's Managing Director.
- f. Any illustrations, drawings and general descriptions contained in the company's advertisements, promotional literature and any other such documents are of general guidance only and shall not be binding in any detail unless so stated by the company in writing.

2. Acceptance and Cancellation

- a. No order for the company's goods is binding on the company until the job confirmation is agreed by the buyer.
- b. No order will be processed and programmed for manufacture until a signed order has been received from the buyer.
- c. Any orders placed by the buyer are not subject to cancellation, either in part or in whole except when notification is made and communicated to the company's Head Office within 48 hours of the original order being placed and where the company gives consent to the cancellation. Such consent will be given upon the understanding that the buyer shall reimburse the company for any loss or expense arising from such cancellation.
- d. The buyer shall be responsible to the company for ensuring the accuracy of all contents on the job confirmation prior to the commencement of manufacture. It is the buyer's responsibility to clearly specify any regulatory compliance specific to the goods including but not limited to Building Regulations eg Document Q and to check the job confirmation to ensure the goods are compliant. Order confirmation by the buyer will be deemed confirmation of compliance.
In addition the buyer should provide to the company any necessary information relating to the goods within a sufficient time to enable the company to perform the contract in accordance with these terms.
- e. Relevant products are tested to an exceptional maximum of 1,200 Pascals wind loading. Installations with exposure frequently subject to this maximum or ever exceeding it must be specifically identified by the buyer to ensure product suitability and the Company will only be liable where the job confirmation specifically confirms this.

3. Prices and Changes

- a. The company reserves the right, by giving notice to the buyer any time before delivery, to increase the price of the goods to reflect any increase in the cost to the company which is due to any factors beyond its control (such as increase in the cost of materials, labour freight and transport, any tax, fee or charges imposed by any government or authority).
- b. Any price and/or discount discrepancies between the job confirmation details and any other prices and/or discounts advised to the buyer, whether estimated or otherwise, should be communicated to the company on issue of confirmation or before manufacture. Failure to provide such information will result in the job confirmation prices and discounts superseding any previous prices and discounts advised of.
- c. All prices charged are determined by the price ruling at the time of dispatch and are exclusive of Value Added Tax, which the buyer shall be additionally liable to pay to the company.
- d. Any glass sizes provided by the company to the buyer are for the buyer's convenience only and the company does not accept any liability in respect of, or arising from, inaccuracies thereof.

4. Payment Terms

- a. The Company shall invoice the Buyer on completion of the manufacturing of the goods. The invoice shall be payable immediately unless otherwise agreed by the Managing Director. Failure to enforce payment shall not be deemed to be waiver of this right.
- b. The buyer shall pay the price of the goods without any deductions, (with exclusion of any discounts to which the buyer is entitled).
- c. The company reserves the right at any time to demand full or partial payment before proceeding further with an order.
- d. If the buyer defaults in any payment the company may, in addition to exercising the rights in 4c. above:
 - i. Delay delivery or cancel contracts and other orders received from the buyer.
 - ii. Charge the buyer interest monthly on the amount unpaid at the rate of 10% per annum pro rata until such time as the full payment is made (a part month is treated as full month for calculation purposes).
 - iii. Pass collection of the debt to a debt recovery agency in which case the buyer will be liable for any surcharge arising not exceed 15% (fifteen) plus vat of the gross debt together with all other charges and legal fees.
- e. Until the company has received payment in full for the price of all goods, including all arrears and interest charges, the buyer acquires no title to the goods and ownership will remain with the company.
- f. the company reserves the right to charge the buyer a handling fee of £30 to cover the cost of administration and bank charges involved in processing and handling discharged payments.

5. Delivery

- a. Delivery terms are subject to confirmation after the receipt of a signed order received at Head Office.
- b. Any dates quoted for delivery of the goods are approximate only and the company shall not be liable for any delay in delivery of the goods howsoever caused.
- c. Claims for damaged goods must be reported to the company immediately on receipt of the goods. Any liability which the company may incur for loss or damage to goods whilst in transit, shall in any event be limited to the invoice value of the goods or at the option of the

company for the replacement thereof, and in no circumstance shall the company be liable for any indirect or consequential loss however arising.

d. A delivery or collection note signed on behalf on the buyer is deemed to be absolute evidence of delivery or collection of the goods specified therein.

e. The buyer shall supply the company with details necessary to effect delivery and risk will pass to the buyer when the goods are delivered as instructed regardless of whether or not signed for upon delivery.

f. The company reserves the right to make deliveries by instalments unless otherwise stipulated on the job confirmation.

g. The company reserves the right to withhold delivery of the goods at any time where such delivery will exceed any credit terms with the company.

6. Defects

a. Subject to the provisions of the company's Guarantee, the company undertakes to repair or replace any goods which are shown by the buyer, to the company's satisfaction, to be defective as a result of materials and/or manufacture provided that:

i. The buyer notifies the company immediately upon the said defect becoming manifest, and in any event within 48 hours of delivery.

ii. The company consents to such return, and furnishes the buyer with re-delivery instructions.

iii. The company shall be entitled to make such tests or Inspections as it thinks fit before consenting to the goods being returned, and buyer shall preserve intact the goods which it claims to return for a period of 90 days after such claim is made. This undertaking shall not apply where an attempt has been made, other than by the company, to remove the defect or where the company is satisfied that the goods have been improperly used, maintained, stored or serviced.

iv. Where the goods are returned by the buyer and accepted as defective by the company, the company shall, at its option, either repair or replace such goods without cost to the buyer or allow the buyer credit for such. The buyer shall not be entitled to make any claim in respect of such goods for work done thereon, transport costs, loss of profit on resale or in respect of any claim, loss, damage or expense whatsoever other than the replacement cost thereof. The buyer shall not be entitled to treat any delivery of such defective goods as grounds for repudiation or cancellation of deliveries.

b. The buyer undertakes to indemnify the company against all claims arising out of the sale of goods or relating to goods hereunder in respect of any loss, damage or expense suffered by any third party.

c. In relation to goods not manufactured by the company, provisions of this condition shall apply except where the company is entitled to and successfully claims from its supplier any loss, damage or expense claimed by the buyer from the company and only to the extent of actual sums recovered.

7. Quality of Glass

Whilst the company does everything possible to ensure that the quality of glass is supplied in first class condition, the company will not accept liabilities whatsoever for defects arising from any imperfection due to the glass manufacturing process. The buyer will not be entitled to reject units on account of any imperfections inherent in the glass manufacturing process.

8. Property

Until the company has received full payment for all goods which have been supplied to the buyer at any time, the goods shall remain the property of the company. Whilst the buyer shall be at liberty to sell the goods in the ordinary course of business, the company may revoke such power of sale if the buyer is in default of payment of any sum due to the company or if the company have any bona fide doubts as to the solvency of the buyer. The power of sale shall automatically terminate if.

i. A receiver or administrative receiver is appointed over any of the assets of the buyer or the buyer goes into liquidation, or petitions are presented or any order made for the appointment of an administrator, or the buyer becomes bankrupt or an interim order is made in respect of him, or

ii. The buyer suffers any similar proceedings, or

iii. The buyer becomes insolvent within the meaning of sections 123 or 268 of the insolvency Act 1986 or any other law relating to insolvency.

Upon the termination of the buyer's power of sale, the buyer shall immediately place the goods at the company's disposal and the company shall be entitled to enter any premises of the buyer for the removing of the company's goods.

9. Law

The contract shall be covered by English law and English courts shall have jurisdiction to determine any dispute.