

SPECIALIST GLASS PRODUCTS LTD.

Terms & Conditions of Sale

1. Definitions

For the purpose of these conditions "Specialist Glass Products Ltd" means Specialist Glass Products Limited of Milnsbridge Business Centre, Colne Vale Road, Milnsbridge, Huddersfield, HD3 4NY and its successors in title or assigns; and the "Customer" means the person, from or Company placing an order with Specialist Glass Products Ltd.

2. Creditworthiness

Specialist Glass Products Ltd, reserves the right not to enter into a contract with a Customer where that Customers creditworthiness is not approved by Specialist Glass Products Ltd. Where a contract has been entered into prior to all usual investigations the Customers credit having been completed, then if such investigations into when complete prove to be unsatisfactory to Specialist Glass Products Ltd, then Specialist Glass Products Ltd reserves the right to rescind such contract and the customer hereby acknowledges that Specialist Glass Products Ltd, is under no obligation, legal or otherwise, as a result of such rescission to the customer, it's sub-contractors or any other third party in respect thereof.

3. Orders

All orders are accepted subject to these terms and conditions which prevail over any conflicting terms and conditions of the customer unless otherwise specifically agreed in writing by Specialist Glass Products Ltd. Acceptance of any order or estimate from Specialist Glass Products Ltd, shall be deemed to be an acknowledgment that any terms and conditions which may be endorsed on or annexed to or contained in such acceptance or which in any way or manner seeks to revise amend or supersede these conditions howsoever shall not apply in so far as such revision amendment or supersession is specifically agreed by Specialist Glass Products Ltd, in writing. Consequently any order placed with Specialist Glass Products Ltd, is deemed to create a binding agreement between Specialist Glass Products Ltd and the customer incorporating these terms and conditions whether specifically accepted or otherwise. Specialist Glass Products Ltd reserves the right to decline to produce repeats in construction, which in Specialist Glass Products Ltd.'s reasonable opinion or experience has shown to be unsound or which is regarded as obsolete.

4. Order Acknowledgement

The Customer is responsible to specify its requirements clearly on its order. A copy of Specialist Glass Products Ltd.'s interpretation of the customers' requirements will be sent for signed approval. Once signed approval is received production will commence and the customer shall not be entitled to reject the product or service provided by Specialist Glass Products Ltd on the basis that it is not as ordered unless there is an obvious difference between the order and the product or service supplied.

- i. Amendments to orders will only be accepted in writing and may be subject to an administration charge at the discretion of Specialist Glass Products Ltd.
- ii. Cancellation of any order will only be accepted without charge provided that no work has been done nor any special materials ordered which cannot be cancelled without cost to Specialist Glass Products Ltd. Work carried out prior to cancellation will be charge on a quantum merit basis save that cancellation shall not be accepted on any order which has been substantially completed.

5. Estimates

Any estimate submitted (unless otherwise expressly stated) is conditional upon acceptance in writing by the customer within thirty days of submission and may be liable to withdraw or alteration without notice at any time before acceptance.

All estimates are based upon all work being carried out in normal working hours, any waiting time, expenses, additional visits or overtime which is instructed, requested or made necessary by others for any reason whatsoever shall be charge additionally. Specialist Glass Products Ltd offer quotations without design obligation.

6. Pricing

Unless an estimate has been given by Specialist Glass Products Ltd and accepted under terms of condition 6 hereof:

- i. Prices charged will be those ruling at the day of delivery.
- ii. Prices are issued subject to review without prior notification.
- iii. All products are sold subject to VAT at the rate chargeable at the day of delivery.
- iv. In the event that Specialist Glass Products Ltd incurs additional costs of labour or transport over and above those provided for in any estimate then Specialist Glass Products Ltd shall in its absolute discretion have the right to increase the contract price as indicated on the relevant estimate by the amount of such increased costs.
- v. Energy surcharge is added to all estimates and will be charged in line with that published by the European Glass manufacturers on a quarterly basis. Energy surcharge is based on Kilograms delivered and will be included on your invoice.
- vi. Suitability of glass specification is the responsibility of the Customer and must be checked by others before order
- vii. Non-Standard delivery to be agreed on application please notify us if you need this included on your estimate.



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Unit 2] [Milnsbridge Business Centre] [Colne Vale Road] [Milnsbridge] [Huddersfield] [HD3 4NY

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7. Delivery

- i. Delivery dates are given in good faith but are approximate only and no liability or blame will be accepted in the event of late delivery being caused by circumstances beyond Specialist Glass Products Ltd.'s immediate control.
- ii. Delivery will normally be made by Specialist Glass Products Ltd. Or its agent carriers to the customer. Delivery to site will only be affected by special arrangement between Specialist Glass Products Ltd and the customer for which Specialist Glass Products Ltd, reserves the right to make additional charge.
- iii. All goods should be examined by the customer immediately upon receipt.
- iv. The signature by the customer or its employee or agent on the delivery note will be deemed to constitute acceptance by the customer of the goods in good condition and conforming in all aspects with the order.
- v. Should any defects be found to the glass, Specialist Glass Products Ltd must be notified in writing within 3 days of the delivery.

8. Templates

Where templates are required it is the responsibility of the Customer to ensure that they are accurate and of good quality material. Specialist Glass Products Ltd will not alter any templates to customer instruction. Specialist Glass Products Ltd will endeavor to return any templates to Customer at delivery of the final product; however this may not always be possible due to weight and delivery method, when this is the case Specialist Glass Products Ltd will then deliver the templates when it is next possible.

9. Tolerances

Specialist Glass Products Ltd work in accordance with industry standards. No claim for any product reported to be outside the agreed dimensional tolerances can be accepted unless the item is undamaged, available for collection and inspected by Specialist Glass Products Ltd. Copies of our Tolerance and Inspection Guidelines are available on request.

10. Payment

- i. Where estimates or orders provide for the manufacture & delivery of goods by Specialist Glass Products Ltd will raise an invoice on delivery (or on notice that the goods are available for collection by the customer) which invoice will be paid by the last day of the month following.
- ii. If any invoice is not paid on the due date all other invoices raised by Specialist Glass Products Ltd against the customer will be deemed to be due and become immediately payable in full. Specialist Glass Products Ltd reserves the right to charge interest on any overdue invoices at the rate of 2.5% per month on the amount then outstanding. In the event of proceedings being issued for non-payment of overdue invoices the customer will be charged for all goods manufactured which will remain on Specialist Glass Products Ltd., premises until all outstanding payment has been received.
- iii. If goods are not available to be received by the Customer within one month after the invoice is issued Specialist Glass Products Ltd., reserves the right to charge a storage fee on a full monthly basis.

11. Property and Risk

- i. Risk shall pass to the Customer on delivery or payment, whichever occurs first.
- ii. Property in the goods shall pass to the Customer only when payment in full for all the goods delivered by Specialist Glass Products Ltd., to the Customer pursuant to the relevant order (including interest where applicable) has been received by Specialist Glass Products Ltd., and pending any such payment the Customer will not use the goods or take any action in connection therewith which is inconsistent to Specialist Glass Products Ltd.'s title thereto. Where goods delivered under this contract have been sold by customer either in their original form after further modification and or incorporated in some other product then the customer shall be a trustee for Specialist Glass Products Ltd., for the proceeds sale thereof in respect of such proceeds until Specialist Glass Products Ltd., shall have been paid thereof.
- iii. Specialist Glass Products Ltd., by its employees or agents shall be entitled to enter upon or into any land, premises or vehicle of the customer to recover possession of its goods, a license for which purpose is hereby granted if:
 - I. The Customer shall be in breach of any of these terms and conditions
 - II. Specialist Glass Products Ltd., reasonably considers for any reason that its goods are in jeopardy or on the happening of any of the following events:-
 - a. Any notice to the customer that a Receiver, Liquidator, Manager or Administrator of the Customer is to be or has been appointed.
 - b. A decision by the Customer that it intends to make arrangements with its creditors or enter into a voluntary arrangement, Trust, Deed or composition with its creditors.
 - c. Any act of bankruptcy or insolvency by the Customer.



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- d. Any event or default which causes Specialist Glass Products Ltd., to consider that its title to the goods or proceeds of sale may be adversely affected. Then and in any such case the Customers authority to use the goods shall terminate and the Customer shall immediately re-deliver the goods to Specialist Glass Products Ltd.
- iv. Recovery of the goods, the subject of this agreement by Specialist Glass Products Ltd., from the customer will not release the customer from the obligation to pay Specialist Glass Products Ltd., for work done and materials supplied. The customer will notify Specialist Glass Products Ltd., immediately upon the happening of any events or matters referred to under clause 11 hereof. On the happening of any events mentioned in sub-clauses 11 (iii) (a) and or (b) the benefit and burdens of these conditions are hereby assigned unconditionally to the Receiver and Administrator or Liquidator.

12. Liability

No Liability is accepted (to the furthest extent permitted by law) for any breach of statutory duty or negligence except that if any goods are defective workmanship by Specialist Glass Products Ltd., in which case Specialist Glass Products Ltd., shall only be liable to the extent required to remedy or replace such defects and only then to the extent that this is due to the defective workmanship of Specialist Glass Products Ltd. Specialist Glass Products Ltd may in any such event refund to the customer the price for a proportionate part thereof (where applicable) but shall have no further liability to the customer and in particular for any consequential loss arising there from.

13. Warranty

- i. Specialist Glass Products Ltd., warrants that on delivery the goods will correspond with their specifications and/or description as set out in the customer order and order confirmation, subject to any variations agreed in writing between the customer and Specialist Glass Products Ltd., and that the goods will comply with any printed warranty given by Specialist Glass Products Ltd., current at the date of the order relating to the type of goods the subject of the order. No warranty or liability is accepted in the following circumstances:-
 - a. In respect of any defects in the goods arising from any drawing design materials or specifications supplied by the Customer
 - b. Any defect arising from fair wear and tear, wilful damage, negligence or failure to follow Specialist Glass Products Ltd.'s instructions (whether in writing or verbal) misuse or alteration in any manner without Specialist Glass Products Ltd.'s approval.
 - c. If the total price of the goods has not been paid by the due date for payment.
 - d. Where the customer has failed to comply with the relevant assembly, fitting or storage instructions relating to the product.
- ii. Specialist Glass Products Ltd., glass units carry a three year warranty in respect of natural obscuration of vision.
- iii. Any claim by the Customer which is based on any defect in the quality or condition of the goods or their failure to comply with specifications shall (whether or not delivery is refused by the Customer) be notified in writing to Specialist Glass Products Ltd., within three days from the date of delivery. If delivery is not refused and the Customer does not notify Specialist Glass Products Ltd., accordingly, the customer shall not be entitled to reject the goods and Specialist Glass Products Ltd., shall have no liability for such defect or failure and in that event the customer shall pay for the goods as if they had been delivered in compliance with the Customer's order.
- iv. No responsibility will be accepted by Specialist Glass Products Ltd., for striations and minor blemishes which may have arisen in the course of glass making and or bending. Any complaint made in respect of the quality of the glass will be referred by Specialist Glass Products Ltd., to the manufacturer and any credit agreed by the manufacturer following inspection will be passed on to the customer. The decision of the manufacturer in any such event shall be final and binding on the parties hereto.
- v. Specialist Glass Products Ltd., shall not be liable to the customer by reason of any representation, implied warranty, condition or other term, duty at common law, or under express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for negligence of Specialist Glass Products Ltd., its employees agents or otherwise (except in respect of death or personal injury caused by Specialist Glass Products Ltd.'s negligence) which arise out of or in connection with the supply of goods or their re-sale by the customer, except as expressly provided in these conditions.
- vi. The limitations and conditions contained herein when accepted by the customer are hereby expressly acknowledged to be deemed to be reasonable within the meaning of the Unfair Contract Terms Act 1977 (and any statutory amendment thereof) due to the nature of glass products.
- vii. The customers own materials will be handled with care by Specialist Glass Products Ltd., but are only accepted at the risk of the customer.



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14. Modifications

Specialist Glass Products Ltd., reserves the right to make such modifications and or improvements to any of its products as it deems necessary without prior notification but such modifications and or improvements shall not entitle the customer to reject any product so improved and or modified or any product previously supplied by Specialist Glass Products Ltd., to the customer prior to such modification to be made.

15. Conflict

- i. Should there be any conflict between the conditions of contract of Specialist Glass Products Ltd., and the conditions of contract of the customer or of any other contradictory supplier, Sub-Contractor or agent of the customer relating to goods or products supplied then as is hereby expressly agreed the Conditions of Contract of Specialist Glass Products Ltd., are to prevail and apply in all and any event.
- ii. Funds received by the Customer by way of payment or interim payment in respect of contracts for which goods or products supplied by Specialist Glass Products Ltd., forms the whole or part shall to the value or quoted price be held by the Customer at the written request of Specialist Glass Products Ltd., in a designated or separate bank account as trustee and Customer to Specialist Glass Products Ltd., in accordance herewith.
- iii. The terms and conditions hereto shall be read in accordance with English Law and the parties hereto hereby agree to submit to such jurisdiction in respect of any dispute or difference arising between the parties.
- iv. The Customer shall indemnify Specialist Glass Products Ltd., from and against all legal and other costs properly incurred by Specialist Glass Products Ltd., in its enforcement of its rights under these conditions.



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