

## TERMS and CONDITIONS OF BUSINESS



These Terms and Conditions of Business ("The Terms") and the Order set out the entire agreement between you ("the Customer") and PAR Glass (London) Ltd ("the Company"). Please read these terms carefully. Payment for your order confirms that you have understood and accept these terms and conditions.

### 1. PRODUCT

The Company agrees to supply (and, where applicable, install), and the Customer agrees to purchase the product(s) set out on the quotation. The Company reserves the right to slightly change the Products to a similar product in the event that the original Product is unavailable. The Company shall use its reasonable endeavours to inform you of any such substitutions.

### 2. SITE SURVEY and LEAD TIME

The Company will undertake a survey of the site for a charge, which is non-refundable, at the customer's discretion. The Company's lead-time for the delivery of the Products shall be a minimum of three (3) working days from the date that the Site Survey is completed. However, due to specifics of some products and extra processing needed, this timescale may be extended.

The Company will use its reasonable endeavours to carry out a site survey within seven (7) working days of the date it receives a completed and signed order from the Customer. If the Customer does not have an account with the Company the seven (7) days will commence from the date of receipt of the customer payment. Due to the bespoke nature of the Products, once the Customer has placed an order, it may not be cancelled. In the event of cancellation, the Company will retain the Customer's payment.

### 3. DELIVERY

When all Products set out on the Quotation have been manufactured, the Company will contact the Customer and arrange a mutually convenient delivery. The Company will use its reasonable endeavours to deliver the Product(s) on the Delivery Date and undertakes to notify the Customer within a reasonable time in the event that the Delivery Date cannot be met. For the avoidance of doubt, time shall not be of the essence of delivery.

The Company shall not be responsible for delays or late delivery caused by circumstances beyond its reasonable control. 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). The Company agrees to store such delayed Products, at the Customer's risk, for up to one (1) calendar month from the original Delivery Date. The Company reserves the right to charge storage fees at a daily rate, until such time as the Products are delivered to the Customer. A delivery charge will be payable by the Customer if the Company is not installing the Product(s).

#### **4. 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 detected during the Site Survey the Company recommends that the condition be treated well in advance of agreed date for delivery and installation of the Product(s). In case of heavier glass structures, like balustrades, it is always recommended to seek the Structural Engineer's advice prior to commencement of any works, to assure that there is adequate support to withstand the glass load and that the favourable fitting method would be feasible in a given case. The responsibility for assuring maximum structural safety of the installation remains on the Customer's side. The Company operates on an assumption that the structure will be made stable and sound prior to its involvement, but it will report immediately, if any potential issues are found at any stage of our presence on the site. The Company will not accept any responsibility for potential delays caused by such findings. In any case, the Company cannot advise on resolving structural issues, which will remain in the sole competence of Structural Engineers and Building Control. 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. Seals may vary depending on joinery, walls and worktops being level or plumb. Up to 5 mm tolerances are acceptable.

**NOTE:** While the Company operatives will put all efforts possible to avoid it, minor damage to the walls in surrounding areas may occur in form of scratches or hollow dents, especially in the areas with limited or difficult access. This is normal and reasonable, and the responsibility for bringing the walls to the previous state remains thoroughly on the Customer's side. In case of larger damage, standard complaint procedure applies, as stipulated in Clause 12 below. For avoidance of doubt, any damage to the surrounding area will not constitute incomplete installation.

It is necessary to clarify here that, contrary to popular belief, the frameless shower screens and enclosures are not designed to be completely watertight and that their main purpose is to minimise the potential spillage to outside such enclosure. Minor leakage around doors is likely to occur and the Company will not accept any claims on the grounds that such acceptable leakage is due to faulty product or inappropriate installation, which it is not.

#### **5. INSTALLATION BY CUSTOMER**

If the Company is not installing the Product(s), 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.

#### **6. COMPLETION OF ORDER**

The Customer's order will be deemed completed when all Product(s) set out on the Quotation 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 the guarantee conditions set out in Clause 12 below. For the avoidance of doubt, faulty Product(s) will not constitute incomplete installation.

## **7. DELAYS and CANCELLATIONS**

While the Company will put all possible means and efforts to adhere as strictly as possible to the planned manufacturing process and scheduled installations, we feel obliged to make the Customer aware that there are factors which are likely to cause some delays and / or cancellations of scheduled activities on a given day. Firstly, the glass can be a rather challenging material to handle, especially at larger dimensions, likely to perish in subsequent production phases and, in extremely rare situations, in transport or during installation. This will cause the need to reproduce the lost element, which is highly likely to directly affect the proposed lead time.

Secondly, there are factors entirely independent of the Company, among which the most likely causes for delays are events on sites during preceding jobs, where third party actions or lack thereof may impact our schedule; current road traffic status and events in traffic which may directly affect our vans operation; extreme weather events, etc. The Company will not be held responsible for any delays or cancellations resulting from the above mentioned. However, the Company will liaise directly with the Customer to inform about any unexpected developments and, where applicable, re-schedule the delivery and / or installation dates to the next available and most suitable choice. The company will not accept liability for any losses incurred as a result of such events, like days off work, etc., as the above described events are not a fault of the Company.

Once a visit has been scheduled, which could be but is not limited to a site survey, delivery, installation or any other purpose that requires the attendance of the Company, it can be cancelled at any time by the Customer and should be re-arranged, however, if it has been cancelled by the Customer within 24 hours of the agreed time, the cancellation fee will still be charged.

## **8. TITLE and RISK**

Notwithstanding the earlier passing of risk, title in the Product(s) shall remain with the Company and shall not pass to the Customer until all amounts due by the Customer have been paid in full. Until title passes, the Customer shall hold the goods as bailee for the Company. The Company may at any time before title passes and without any liability to the Customer repossess and dismantle and use or sell all or any of the Product(s) and by doing so terminate the Customers right to use, sell or otherwise deal in them, and, for that purpose (or determining what if any Product(s) are held by the Customer on inspecting them) enter any premises of or occupied by the Customer. Unless otherwise set out in these Terms, risk passes onto the Customer once the goods are installed, delivered or collected (as the case may be).

## **9. PAYMENT TERMS**

Unless otherwise agreed with the Customer in writing, a 2-tier payment structure shall commence upon order confirmation. This will include:

1. One-off, non-refundable Site Survey fee, payable up-front;
2. Material and installation fees, payable after the site survey is completed and measurements verified, before the manufacturing process commences. Until fully paid, all material delivered (manufactured or otherwise acquired by the Company to satisfy the requirements of the specific project) remains property of the Company. Under no circumstances will the Company be held responsible for any delays resulting from the lack of such payment or a delay in clearing funds. Snags and other issues occurring after the installation has been completed do not constitute valid grounds for delaying or avoiding the payment of the fees and they will be addressed and resolved separately, upon receipt of Customer's written notification (as defined in Clause 6).;

If the Customer holds a credit account, payment is due within agreed number of days. In the event of late payment, the Company reserves the right to:

1. Suspend or cancel future deliveries or outstanding work;
2. Cancel any discount offered to the Customer.

If the Customer has an approved business credit account, the Company reserves the right to withdraw it or reduce your credit limit or bring forward your due date for payment. 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 (a lien). 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 Customer should note that until the Company receives full payment the Guarantee offered by the Company to the customer will not come into effect. The Company may take any of the actions in this clause at any time without notice.

## **10. COLOUR**

Colour is to be chosen from our own range RAL, Pantone, Dulux or Farrow & Ball range or a colour match to a sample provided. Due to the nature of the product, the glass is highly likely to affect the final look of colours in most cases. The Company will use its reasonable endeavours to match as closely as possible the finished Product with the colour chart; however, the Customer is advised that same colour may look different on different types of material. Even crystal clear glass like Low Iron has some iron content which causes a green effect that slightly distorts the final colour look. Please refer to the 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. Colours should always be chosen from sample swatches in the room set under final lighting conditions. Up to two (2) free samples can be provided by the Company at Customer's Request if an order is confirmed. Any additional samples will be charged at £25 + VAT.

## **11. 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.

## **12. 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 ten (10) working 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 ten (10) working days of the Delivery Date.

Any alleged defect must be notified in writing by the Customer to the Company within six (6) months of the installation of the Product(s). The Company accepts no responsibility for any damage or shortages to glass on a

supply only basis once we have a signed delivery note. It is the Customer's responsibility to check panels on receipt and sign them off. 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 in Park Royal. Any claim under this Clause 12 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 under this Clause 12, and the Customer shall if applicable, and if so requested in writing by the Company, properly return any Product(s) subject to the claim and any packing materials securely packed and carriage paid to the Company for examination. The Company reserves the right to refuse any claim in respect of which the Customer has not complied with the claim's procedure set out in this Clause 12. 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 description, allow the Customer credit for their invoice value or repair any damaged Product(s). If the Customer establishes that any Product(s) are defective the Company shall, at its option, replace with similar good or repair any defective Product(s), allow the Customer credit for their invoice value or to the extent that the goods are not of the Company's manufacture, assign to the Customer (so far as the Company is able to do so) any warranties given by the manufacturer of the goods to the Company. 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). The right to a replacement Product repair of the Product or a refund as set out in this Clause 12 shall be the Customer's sole and exclusive remedy.

### **13. GUARANTEE**

The Company will use its reasonable endeavours to repair or replace free of charge, any coating which is found to be delaminating **within a period of six (6) months; or discoloured within the period of ten (10) years from the Delivery Date**. This Guarantee is subject to full payment for all Product(s), charges, fees, and reasonable notice by the Customer of such a fault to the Company. The Customer must maintain and clean the Product(s) in a proper manner. This excludes wilful damage and normal wear and tear. Guarantee for installation is valid for six (6) months from installation date. This guarantee only applies to (a) the Customer noted on the Order Form and is not transferable and (b) Products installed by the Company's approved and trained installers. The guarantee does not cover any defects caused by mistreatment of the glass caused by cleaning agents either chemical or abrasive. The Company will not be responsible for any claims in respect of measuring errors when the Company's site surveyor has not taken the measurements, The Company will not be held responsible for breakages or damage caused during transit where the Company is not paying for the cost of freight. Where the Company does not supply glass, any imperfections or damage during handling are not the responsibility of the Company.

### **14. 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 customer other than 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 how 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. The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or 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).

### **15. 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 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 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.

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