

## TUNBRIDGE WELLS GLASS WORKS LIMITED "the Supplier"

### TERMS AND CONDITIONS OF SALE

1. All contracts, quotations, pro forma Invoices, price lists, advertisements or similar business documents made or issued by the Supplier are made or issued subject to these Conditions and nothing contained therein nor any representation, assurance or other statements made or given by any of the Supplier's representatives shall be construed as enlarging, varying or overriding any of these Conditions. Neither the Customer nor the Supplier shall be bound by any variation, waiver or addition to these Conditions unless such variations; waiver or addition is agreed in writing. Waiver by the Supplier of any default shall not be deemed to be a subsequent waiver of any default which may thereafter occur.
  2. All glass used by the Supplier is the best available and will comply with the relevant British Industry Standards but, because glass manufacturers do not give a guarantee against minor imperfections or 'Brewster Fringes', the Supplier shall not be responsible for any such imperfections or defects.
  3. Customer goods are worked on at the sole risk of the Customer. Whilst every care will be taken in working on Customers goods the Supplier accepts no responsibility for damage or loss resulting thereto.
  4. Showroom samples and demonstration windows, doors and frames are intended to demonstrate the construction of typical windows and doors and the materials to be used. Each order will be measured and manufactured individually in the way considered by the Supplier to be suitable to that installation and, in pursuance of the Supplier's policy of continuous improvement to its products. It reserves the right to make any necessary modifications. Unless expressly stated, any drawings submitted with a quotation shall not be binding as to details.
  5. If the Customer insists, against the supplier's advice, on purchasing windows or doors of a configuration and size or style which results in the Supplier's recommended maxima (as notified to the Customer) being exceeded, the Supplier shall not be liable for damage to the installation or the unit or any property in which such maxima, are exceeded providing these maxima are noted on the order form, or otherwise notified in writing to the Customer before delivery.
  6. The Customer shall allow the Supplier and its employees reasonable access to the premises for the purpose of measurement and of carrying out any installation, including returning to make good any defects. The Supplier shall use all proper care in the course of an installation and will make good damage caused to plaster, rendering, brickwork or floor finishes and to such areas which are immediately surrounding any unit or item installed by the Supplier. However, the Supplier does not undertake to make good finishes to ceramic or other tile or patented finishes such as rough cast or Tyrolean, nor to make good damage to wallpaper or other decorations, nor to redecorate (unless otherwise expressly included as part of the order or quotation), nor does the Supplier undertake to avoid damage to any glass or existing window frames which the Customer may have indicated that he or she wishes to retain.
  7. The removal and replacement of furnishings, curtains, blinds and pelmets shall, unless included as a charge under additional work on this contract, be the responsibility of the Customer.
  8. The Supplier accepts no responsibility for resulting damage from structural or inherent defects of any kind in the property at which the fixing or installation is carried out. In undertaking a survey or measurement, the Supplier shall be entitled to assume a building of standard construction completed in accordance with good building practice and, in the event that during the course of an installation the Supplier shall subsequently discover that the building is not of such construction, the Supplier shall be entitled to make an additional charge for additional building works which may be necessary to complete an installation in accordance with good building practices, provided that the Supplier shall first notify the Customer of such finding and shall have been authorised to complete any corrective or additional building works which shall be deemed necessary.
  9. The Customer shall notify the Supplier of any damage to the property or any defect in the work undertaken by the Supplier for which the Supplier may be liable due to the fixing or installation or supply of the goods, within 14 days of such fixing or installation in default of which the Supplier accepts no liability thereof.
  10. Provided that the Supplier shall be paid in full for the installation, the Supplier undertakes to repair and replace if necessary, free of charge, any unit supplied and fitted by the supplier which proves to be defective as a result of bad materials or faulty workmanship within 5 years from the date of installation. Service calls made in pursuance of this clause that are subsequently found to be due to damage or lack of maintenance will be charged at the Supplier's current labour and material rates. This clause sets out the full liability of the Supplier for units supplied and the Supplier shall not be liable for any consequential loss of any nature whatsoever.
  11. No warranty or guarantee is given that any installation of goods supplied by the Supplier will eliminate condensation or render the installation of the property within which it is installed completely free of condensation.
  12. Time of delivery or completion of any installation is not of the essence or the contract. The delivery period quoted is that anticipated at the time of any order and the Supplier will make every effort to maintain or improve upon it. If the work specified is not complete within the delivery period quoted to the Customer, the Customer may then serve notice upon the Supplier requiring the work specified to be completed within 6 weeks of that notice, whereupon if the work shall not then be complete, any contract between the Customer and the Supplier shall be deemed cancelled. Notwithstanding the foregoing, the Supplier shall not be liable for any delay in the completion of the work which arises from any circumstances beyond its control and time shall not commence or continue running during the delay caused by the circumstances beyond the Supplier's control. Cancellation of any uncompleted works shall be without prejudice to the Customer liability to pay for such work or part of work which has been completed at that time.
  13. The property of unfixed materials shall not pass until all materials shall have been paid for in full. All materials on the site, fixed or unfixed, are at the sole risk of the Customer and in the event of any of same being damaged, destroyed or stolen, the Supplier shall be entitled to full payment therefor and also for any work damaged, destroyed or lost and the cost of replacing any such materials and of reinstating or restoring any such work shall be charged as an extra, provided that the Customer shall not be responsible for any loss occasioned solely by the negligence of the Supplier or its employees.
  14. The Supplier's terms of payment are as follows:
    - (1) Supply only: 50% with order and balance upon delivery
    - (2) Supply and install: 50% with order and the balance upon completion and installation.
    - (3) Where stated on the estimate or order a discount of 5% of the total contract price will be allowed upon the Customer paying the contract price in full upon placing an order.
    - (4) Interest will be charged at 3% above Barclays Bank base rate from the date that payment is due hereunder to date of the final payment apportioned on a daily basis.
    - (5) Value added tax will be charged at the rate designated under Government legislation upon the tax point which is relevant to each individual contract.
- In the case of minor defects the Customer shall not be entitled to withhold an amount greater than such sum as is reasonably related to the defect.
15. The supplier is a member of the Glass and Glazing Federation, 44-48 Borough High Street, London SE1 1XB and the Customer and the Supplier undertake to refer any dispute or differences between them arising under any contract entered into between the Customer and the Supplier for the supply or installation of goods to an arbitrator to be nominated by the Federation through its Chief Officer and to be bound by the result of any such decision, including any appointment of the cost of such referral.
  16. Upon the signing of the form of acceptance by the Customer and an authorised officer of the Supplier, a joint contract will be created in respect of the order, details of which will be given on the order. Where (following an unsolicited call from the Supplier or persons representing the Supplier) the contract between the Customer and the Supplier has been negotiated away from the Supplier's business premises, then, if you are unhappy with the contract for any reason, it can be cancelled and a refund of any deposit given can be obtained by giving notice in writing to the Company at Tunnel Road, Tunbridge Wells within seven days of the date on which the contract was signed. It is recommended that recorded delivery is used. Apart from the right of cancellation contained herein, the contract shall not further be subject to variation or cancellation by the Customer although the Supplier reserves the right to cancel an order and to refund all moneys deposited in respect thereof in the case of either an unsatisfactory surveyor's report on the premises at which the installation is to be made, or where the goods are to be supplied, or in the event of an unsatisfactory credit rating or reference being obtained in respect of the Customer (notwithstanding that credit may not be part of the transaction between the Customer and Supplier). Without prejudice to its rights to claim damages for breach of contracts the Supplier may at its sole discretion and in appropriate cases accept an order cancellation by the Customer after the 7 day period herein before mentioned upon payment to the Supplier of all reasonable expenses that have been incurred up to the date of cancellation.

**These terms and conditions will be construed so as to restrict the statutory or common law rights of the Customer and any agreement made under the foregoing terms and conditions shall be construed according to the Laws of England.**