

Terms & Conditions of Trading of G G Glass & Glazing Ltd

1.0 General

This estimate contains all the terms which have been agreed and no representation or promises either oral or in writing not confirmed in this estimate shall be binding on either party.

1.1 Definitions

The expression 'Company' used hereafter shall mean G G Glass & Glazing Limited, and the expression 'Customer' used hereafter shall mean the other party to the contract.

1.2 Application

These conditions of contract apply for supply and installation of glazing, architectural aluminium systems and steel and timber firescreens. No other terms and conditions of contract contained in any other document shall apply unless otherwise agreed in writing by the Company.

1.3 Formation of Contract

Any estimate by the Company is not an offer, and all contracts between the Company and the Customer for the supply of glass, architectural aluminium systems and steel and timber firescreens or for the supply and installation of the same, shall come into effect when a customer's acceptance/order is accepted by the Company in writing. The Company reserves the right to refuse any order placed by the Customer on the basis of the Company's estimate without any liability for any damages or expenses of any kind whatsoever to the Customer.

1.4 Bankruptcy of Customer

If the Customer commits an act of bankruptcy or makes an arrangement with its creditors, or being a Company enters into liquidation whether compulsory or voluntary (other than for the purposes of amalgamation or re-construction) or suffers an execution whether legal or equitable to be levied upon its property or obtained against it, then the Company may without prejudice to any other rights or remedies by written notice forthwith and without any liability whatsoever terminate the contract.

1.5 Proper Law of the Contract

All contracts pursuant to these Conditions shall be governed by and construed in accordance with English Law.

2.0 Conditions of Contract for Supply Only

All the Conditions of Contract set out in Part 1 above apply to Part 2.

2.1 Prices

The prices stated in the Company's estimate are valid for 30 days and do not include value added tax. The Company is VAT registered and will charge VAT in accordance with the Regulations.

2.2 Payment

Payment shall be made by the Customer in accordance with the terms set out in the estimate. Any delay in payment will entitle the Company to reimbursement of interest charges as damages at 6% above the prevailing Bank of England base rate, calculated on a daily basis.

2.3 Credit Account

The Company will only agree to a credit account with the customer following approval of a completed Credit Application form.

2.4 Delivery

2.4.1 Any times stated or agreed by the Company for delivery or despatch are not the essence of any contract; such times are given by way of general information in good faith, and are not binding. The Company shall not be liable for any loss or damage whatsoever sustained by the Customer in the event of delayed delivery.

2.4.2 In the event that the Customer prior to the agreed date for delivery requests the Company to hold the goods until advised of a substitute date for delivery the Company shall be entitled to invoice the goods to be paid in accordance with the agreed terms set out in the estimate and to charge and recover reasonable storage rates for all goods held for periods in excess of one week. Upon delivery insurance for the goods will be the responsibility of the Customer.

2.4.3 The Company may deliver by instalments. Each instalment shall be treated separately for payment; any delay, default or non delivery in respect of the Company shall not entitle the Customer to cancel the outstanding balance of the contract. The Company shall be entitled to invoice and be paid for each separate instalment.

2.4.4 Should goods consigned by any form of transportation be damaged in transit or there is a shortage in the goods delivered, notification must be in writing within 3 days to the Company and the Carriers. All goods must be examined by the Customer at the time of delivery.

2.5 Variations or Changes in Quantities

Any variation to the goods, or changes in the quantities required after acceptance of the Customer's order may cause delay in delivery and increase in the unit prices given in the Company's estimate.

2.6 Samples and Description of Goods

Unless the parties express a contrary intention the sale shall not be a sale by sample and descriptions or illustrations in trade literature or catalogues but shall be treated as showing type, class and general character only and not importing terms or warrants as to the substance, performance, colour, quality or dimensions. The goods are supplied on the terms that they comply with the terms and description contained in the estimate submitted by the Company together with any implied undertaking by the Company as to the quality and fitness imposed by statute.

2.7 Risk and Reservation of Title

2.7.1 Upon delivery all risks of loss or damage to the goods shall pass to the Customer.

2.7.2 The unloading of the goods at the place of delivery shall be at the sole risk and expense of the Customer.

2.7.3 The property in the goods shall not pass to the Customer but shall remain vested in the Company until full payment for such goods has been received by the Company and until such time the Customer shall hold the goods as bailee for the Company.

2.7.4 Default by the Customer in the payment of any sum due to the Company whether under this contract or otherwise shall entitle the Company to re-possess any goods which remain the property of the Company and the Customer shall for this purpose afford the Company access and the Company shall be entitled to enter any premises of which the Customer is in occupation or to which it has access and where any such goods may then be located.

2.7.5 The Customer shall not pledge or allow any lien or charge to arise over the goods, any goods or any documents of title thereto and shall not deal with them otherwise than in the ordinary course of the Customer's business.

2.7.6 In the event of any sale or disposition of goods by the Customer, property in which rests with the Company, the Customer shall hold on trust for the Company :-

2.7.6.1 So much of the proceeds of sale as is equal to the contract price of the goods under this agreement.

2.7.6.2 The right to receive the proceeds of sale or disposition as set out in 2.7.3 above.

2.8 Defective Goods

The Customer shall immediately notify the Company in writing of such default, setting out full details of the defects in question. If such defects are verified by the Company upon examining of the goods the Company may repair or replace any such defective goods free of charge or at its option allow to the Customer credit not exceeding the value of the goods as invoiced providing the Customer returns such goods in the same condition as they were supplied.

2.9 Limitation of Liability

The Company shall not be liable for any consequential loss and/or expense incurred by the Customer attributable to any default by the Company resulting in the supply of defective goods.

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2.10 Liability

The Company shall not be liable for:

2.10.1 Providing a guarantee where unforeseeable circumstances cause condensation on double glazing units.

2.10.2 Any imperfections or variations which are the result of the glass manufacturing process.

2.10.3 The Company does not operate a single source purchasing policy, and dependant upon supply conditions current at the time of entering into and executing performance of a contract with the Customer, the Company has the unrestricted choice to purchase products from different manufacturers depending upon general availability. Consistency and constituents can vary between different glass manufacturers and the Company cannot be held responsible or held liable for any such differences between the products supplied. Accordingly, the Company reserves the right to change the source of manufacture at any time, without notice to the Customer, and this shall not affect or prejudice the agreed purchase price in any way whatsoever. Any differences, blemishes and imperfections, are considered normal acceptable visual criteria in the industry, as set out by the Glass and Glazing Federation.

2.10.4 With effect from 1 April 2002, the Building (Amendment) Regulations 2001 introduced a new Part L to Schedule 1 of the Building Regulations 2000. The effect of the new and amended legislation is hereby summarised; that all new buildings and existing buildings, where alterations or renovations are being carried out, must conserve fuel and power and comply with one of the methods contained in the Regulations to reduce this loss. In Scotland, the corresponding legislation is a revised Part J of the Technical Standards issued under the Building Standards (Scotland) Regulations 1990 and was introduced by the Building Standards (Scotland) Amendment Regulations 2001. Responsibility for compliance with these Regulations is that of the Customer, his Agents, Clients or Users and the Company cannot be held responsible or liable for any failure by other parties to comply with these Regulations.

2.11 Measurements and Safety Glass

The Customer must provide the Company with accurate measurements in writing. On acceptance of the estimate the Customer warrants that the use of glass will conform to current British Safety Standards Approved Code of Practice & Legislation. Copies are available for inspection upon request. All quality standards shall be those specified by the manufacturers.

2.12 Fire Resistant Glass

Fire Resistant Glass will only achieve specified performance ratings when glazed in accordance with the manufacturer's recommended tested systems for such specification. The relevant glazing instructions should be referred to, which are available on request from the Company. It is the responsibility of the Customer and the user to ensure that the fire resistant element as a whole satisfies all the relevant legislation, building regulations, by-laws and codes. Approval must be obtained from the competent authorities. The Company, and in turn the Manufacturer of the product, disclaim all liability for fire resistant products installed in systems which do not comply with all the applicable regulations.

2.13 Force Majeure

If the Company is prevented, hindered or delayed from making delivery of the goods by reason of an Act of God, war, fire, government regulation, industrial disputes or any other cause beyond the Company's control which interferes with manufacture, production or delivery, the Company may give notice in writing to the Customer either:

2.13.1 Cancelling the Company's outstanding obligations to deliver goods under the contract or

2.13.2 Extending the time for delivery of goods outstanding by a reasonable period.

3.0 Conditions of Contract for Supply and Installation

All the Conditions of Contract set out in Parts 1 & 2 above apply to Part 3, where deemed applicable by the Company.

3.1 Scope of Works

The scope of the works of installation shall be described in the estimate submitted by the Company and in accordance with these Terms and Conditions.

3.2 Sub-Contracting of Works

Unless otherwise agreed in writing the Company shall be entitled to sub-contract the whole or any part of the contract.

3.3 Programme of Installation Works

Following receipt of the Customer's order and prior to the Company's acceptance thereof, the programme of works shall be agreed in writing by the parties.

3.4 Variations

Any additional work not forming part of the scope of the quoted works carried out at the Customer's request and on receipt of a variation order, shall be valued either:

3.4.1 On a day work basis at rates set out in the estimate.

3.4.2 By a revised or additional estimate from the Company.

3.5 Site Provision – Equipment, Facilities and Health & Safety

The Customer shall provide on site all equipment and facilities free of charge to comply with the requirement of all current Health and Safety Legislation and wherein said site shall be a safe working environment for the Company's employees or subcontractors.

3.6 Asbestos

In advance of work commencing, the customer is to survey their premises with regard to the presence of asbestos and the customer is to certify that the premises are clear of all such hazards in compliance with Health and Safety Legislation and Regulations relating to the management of asbestos. The Company shall not be responsible for, or have any liability for any delays by the customer in providing such certification on the premises asbestos status.

3.7 Site Storage

The Customer shall provide secure storage on site unless alternative arrangements are agreed at the time of acceptance of order.

3.8 Attendances

The Customer unless expressly stated otherwise in writing shall provide at no charge whatsoever to the Company the attendances and service as detailed in Clause B9.2 of the Standard Method of Measurement 6th Edition as issued by the Royal Institution of Chartered Surveyors together with such attendances and services set out in the estimate during the agreed programme period.

3.9 Final Accounts

On completion of the works the final account will be submitted by the Company. The Customer shall make payment in accordance with the terms stated in the Company's invoice/estimate.

3.10 Damage and Damages

The Company shall not be liable for damage to or breakage of glass and/or architectural aluminium systems occurring after installation. As a matter of contractual principle, the company does not accept any liability for liquidated and ascertained damages. If, however, these are specified and expressly accepted in writing by the Company, then the Company's liability will be limited in each contract to a maximum of 10% of the value of the contract entered into between the Company and the Customer. No performance bonds, collateral warranties, parent company guarantees or other guarantees will be provided by the company unless the Company confirms such agreement in writing and that such agreement is signed by a Director of the Company.

3.11 Cleaning Down

The Company shall not be liable for any cleaning down or removal of protective tape on completion of the works. The Company shall not be liable for removal of accumulated dirt under prevailing site and/or weather conditions nor shall it be liable thereafter for damage caused by acid or alkaline washes and slurries or any other harmful substances.

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3.12 Delays

The Company shall be entitled to reimbursement of its reasonable direct loss and/or expense by the Customer for any delay to installation caused by the Customer, its servants or agents, or from matters within the Customer's control.

3.13 Continuity of Work

All Company estimates, unless otherwise stated will be based on continuity of installation. The Company shall be entitled to reimbursement of its reasonable direct loss and/or loss expense should disruption caused by matters outside the Company's control affect the programme.

3.14 Roof Lights

Whilst replacing glass roof lights, the Company will not accept responsibility for damage or disturbance to the roof arising from the use of equipment required to execute the contract. The Customer is advised to effect suitable insurance cover. The Company's liability is further limited in accordance with Clause 2.10 of these Terms and Conditions of trading.

4.0 Emergency Boarding-Up

No responsibility or liability will be accepted for any additional damage to property that may be unavoidable whilst erecting any temporary boarding-up of premises that may be required, and which will be charged to the Customer for such work. Every effort will be made to avoid such damage when erecting temporary boarding and such measures undertaken by the Company will not create any liability to the Company in respect of the security of the premises, which will be the sole responsibility and liability of the Customer for adequate security measures.

5.0 General Conditions applicable to all Contracts

5.1 Glass Sizes

All glass will be subject to minimum area charges at the Company's option. All glass will be measured and charged for in accordance with the principles of the Standard Method of Measurement. Ovals, circles or irregular shapes will be charged as the rectangular/square area from which they are cut. All cut glass will be supplied to a dimensional accuracy of plus or minus 1mm per linear metre or part thereof. The tolerance for any processing work such as width of bevel, shall be plus or minus 2mm regardless of the width of bevel specified.

5.2 Templates

The Estimate does not provide for making templates for shaped or curved glass, unless specifically stated therein.

5.3 Safety Glass/Glazing

On acceptance of the estimate the Customer warrants that the use of glass will conform to current British Safety Standards Approved Code of Practice & Legislation. Copies are available for inspection upon request. All quality standards shall be those specified by the manufacturers.

5.4 Special Equipment

The Company's estimate is based on the Customer providing the use of scaffolding, hoists, boat swings, safe dry storage facilities and that 110v power will be available free of charge, unless otherwise specified.

5.5 Customers' own glass

The Company shall not be liable for breakages which occur during reglazing operations; in the event of accidental damage a replacement cost will be submitted to the Customer.

5.6 Working Hours

All estimated work will be conducted during normal working hours unless otherwise stated and assumes continuous work (see 3.12). Out of hours working will be subject to premium surcharge.

5.7 Steelwork

Estimates do not include for the supply, fix or drilling of steelwork.

5.8 Mastic

Exterior pointing to frames is in gun grade mastic.

5.9 Curved Glass

The Company advise that due to manufacturing tolerances glass bends must be beaded on all four sides. Curved glass normally requires more tolerance in glazing and the amount required will vary depending on the size and type of curve,

therefore the Company does not recommend that bent/curved glass be pressure glazed. As with heat-processed glass, there will be an element of visual distortion and which increases when the bending process is carried out and is more noticeable on larger panels and on certain types of glass. This level of distortion is within normal commercial usage. Laminated glass bends are produced by the cast in place method, using special resins to produce the inter-layer and have a 6mm wide clear tape between the glass layers on all four sides. This is usually glazed-in

when using beaded applications, although the joint line between inter-layer and clear tape may be discernible when closely viewed if silicone butt joints are used.

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