

## STANDARD TERMS AND CONDITIONS OF SALE FOR GOODS Sold by SGC GLASS LTD.

- 1. Conditions of sale.** These terms and conditions shall govern every contract for the sale of goods made by SGC GLASS Ltd. These terms and conditions supersede the buyer's terms and conditions that are deemed to be void. No variations to these conditions shall be binding unless agreed, in writing, by a director of SGC Glass Ltd.
- 2. Payment conditions.** If an account has been arranged then all payments are due on or before the last day of the next calendar month. Otherwise all payments are to be made prior to delivery of glass on a pro-forma basis. All goods remain the property of SGC GLASS Ltd until they are paid for in full.
- 3. Fixed price & Acceptance.** This value of this estimate will remain fixed for the costs of labour and materials supplied prior to the date stated in the body of the above estimate. Labour and materials supplied after this date will be charged at additional cost. SGC GLASS Ltd. reserves the right to withdraw or revise a tender at any time prior to written acceptance of the buyers order. Where the estimate stipulates that trial production is necessary prior to manufacture, no order or agreement shall be binding on SGC GLASS Ltd. until SGC GLASS Ltd. confirms, in writing, that the trial production has been completed and that full production may proceed. Should the trial production fail for whatever reason SGC GLASS Ltd. will not be liable or responsible for reimbursing or indemnifying the buyer against any losses that he may incur, howsoever caused.
- 4. VAT** This tender is subject to VAT. We request you note that our tender would therefore be subject to any nett cost increases due to this tax.
- 5. Variations.** The works are measured either as a lump sum or schedule of rates. Variations are to be re -measured and charged pro-rata to the order sum or at the stated schedule of rates. Any additional work undertaken outside of the fabrication programme for the works stated in the above estimate will be charged at the minimum rate of £100.00 plus VAT
- 6. Transportation.** Unless stated in the body of the estimate the client is responsible, at all times, for the delivery and collection of all materials. Unless stated in the body of the estimate no allowance has been made for protection or stillaging of the finished glass. If stillages are required for delivery these will be provided, at additional cost, and must be returned by the client within 72 hours of the glass leaving the factory. Failure to comply will result in a hire charge being levied of £200 per stillage per week, plus VAT. Any damage caused to stillages whilst in the client's possession will be repaired and re-charged at the nett cost incurred plus 60% for overheads. On acceptance of the goods after the agreed delivery/collection date, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
- 7. Breakages** if own glass (Free Issue Glass) is delivered to SGC GLASS Ltd The client is responsible for the glass, at all times, and will issue any replacements free of charge.
- 8. Templates.** Where goods are manufactured to the client's templates the templates must be constructed from rigid materials and each must fully be labelled as to what glass processing is required. Responsibility of the accuracy of the templates remains with the client.
- 9. Credit Account.** A credit account may be opened, subject to approval by our credit insurers. If credit insurance is not available we reserve the right to request payment in advance for the works.
- 10. Risk & Title** The legal title of any materials appropriate to the contract, supplied by SGC GLASS Ltd. Ltd shall remain property of SGC GLASS Ltd. until full payment has been received in accordance with these terms and conditions. Failing receipt of payment SGC GLASS Ltd. reserves the right to resell materials. You must inspect the goods on delivery/collection. If any goods are damaged or the order is not complete you must write to us within three days of that date. You must give us (and any carrier) a fair chance to inspect the damaged goods. If you fail to notify us in accordance with these requirements, you will not be entitled to reject the goods and will be deemed to have accepted the goods in accordance with the contract.
- 11. Acceptance.** The estimate is open for acceptance for a period of 30 days from date of tender. If not accepted by a written order within this time the prices are no longer valid and are subject to re-negotiation and written confirmation.
- 12. Cancellation.** No order accepted by SGC GLASS Ltd. may be cancelled by the client, unless agreed in writing by SGC GLASS Ltd. condition that the client shall indemnify, SGC GLASS Ltd. in full, against all losses, costs, damages, charges and expenses incurred by as a result of the cancellation.
- 13. Assignment** The client cannot assign or transfer obligations or rights imposed by these terms and conditions without prior written agreement from SGC GLASS Ltd. SGC GLASS Ltd. reserves the right to assign or subcontract any of the works detailed in the body of the estimate.
- 14. Design.** The Client will be responsible for ensuring that any specified materials are fit for purpose. SGC GLASS Ltd. accepts no responsibility, representation, warranty or any liability to ensure the suitability of the goods for any particular application. The client shall rely on his own professional advisers to provide advice on any necessary design, specification and performance information.
- 15. Force Majeure.** SGC GLASS Ltd. shall not be liable to the client or deemed to be in breach of any contract with the client by reason of any delay in performing any of the obligations of these terms and conditions if said delay is due to force majeure or any other cause beyond the reasonable control of SGC GLASS Ltd.
- 16. Termination** SGC GLASS Ltd. may terminate, without liability, the contract by providing written notice to the client if:-
  1. Either the client makes any voluntary arrangement with its creditors, becomes subject to an administration order, becomes bankrupt, goes into receivership, ceases or threatens to cease trading.
  2. Payment has not been received from the client in respect of all money due and owing on all contracts.
  3. The client is in breach of the terms and conditions detailed within this document.
  4. The client is in breach of any other contract with SGC GLASS Ltd.
- 17. Glass Tolerances** As with all processed toughened and/or laminated glass and/ or double glazed units, unless otherwise specified, all glass supplied to a customer, with working drawings, will have a standard tolerance of +/- 2mm. Any glass requiring C&C work, machining, shaping, laminating or DGU processing must be clearly documented by the customer as to which way round coated glass is to be assembled or laminated and the exact location of holes and polishing details. Bubbles in laminated glass will be deemed to be acceptable provided that they do not exceed 4mm in diameter and spaced more than 250mm in any direction. "Seeds" (impurities in the glass when manufactured) will be deemed acceptable providing they are no larger than 3mm in diameter or shape.
- 18. Painted Products.** It is the responsibility of the client to provide details of paint colour to SGC GLASS Ltd prior to any paint application. Samples of colours are available on request and may be chargeable. Whilst every care taken to ensure exact colour match from contact to contact a batch tolerance by means of varying colour may happen from batch to batch or paint colour to paint colour. SGC GLASS Ltd will not be responsible for any slight variations in colour due to batch tolerances made by the paint manufacturer. It is suggested where possible if a large number of panels is required then please advise SGC GLASS Ltd of this, and the correct amount of material can be made to help eliminate colour variations.
- 19. Warranty.** SGC GLASS Ltd. warrants that the goods will correspond to the specification agreed in the body of the estimate and will be free from defects in materials or workmanship for a period of 2 years from the date of collection and delivery. The liability of SGC GLASS Ltd is limited to the repair or replacement of any defective goods. This warranty is provided in lieu of any other warranties, obligations or conditions expressed or implied whether by statute or otherwise and is subject to the following:-
  1. Claims must be notified by the client, upon delivery of the goods.
  2. Any defective goods must be retained by the client for inspection by SGC GLASS Ltd.
  3. SGC GLASS Ltd. will not be liable for any defect in the goods arising from any error in any drawing, design or specification provided by the client
  4. SGC GLASS Ltd. will not be liable for any defect or failure for any damage caused by fair wear and tear, misuse, unauthorised alterations, willful damage or negligence by the client or any third party.
  5. SGC GLASS Ltd. will be under no liability if full payment of the goods supplied has not been made by the due date for payment.
  6. This warranty does not extend to parts, materials or equipment not supplied by SGC GLASS Ltd.
  7. SGC GLASS Ltd. shall not be liable for any consequential loss, damage or other claims for consequential compensation.
  8. Goods are sold by SGC GLASS Ltd. subject to manufacturing qualities and tolerances. A copy of these can be supplied upon request.
  9. SGC GLASS Ltd. will not be liable for: cost or provision of plant for the purpose of replacement work, Any structural or temporary works required, materials taken outside of the United Kingdom, optical phenomena or blemishes such as Brewsters Fringes".
- 20. Intellectual rights.** The client shall indemnify SGC GLASS Ltd. against all loss, costs, damages, charges and expenses incurred as a direct result of the work infringing the rights of any third part. SGC GLASS Ltd reserves the right to make any changes to the specification to conform to statutory requirements or codes of practice.
- 21. Confidentiality** The client is not permitted, unless agreed in writing by SGC GLASS Ltd., to divulge any technical information, specifications or processes to any other third party.
- 22. Notices.** Any notice shall be in writing. Notice shall be deemed to have been given when posted using first class mail or if hand delivered, the point it is actually delivered.
- 23. Applicable Law.** These conditions shall be governed by English Law. All parties acknowledge and accept the non-exclusive jurisdiction of the English Courts.