Terms and Conditions of Sale for Glassex Limited

These terms do not apply if you are a consumer and for this purpose a consumer means any natural person acting for purposes outside his trade, business or profession.

Health & Safety information about the use of the goods is provided and it is your responsibility to bring this to the attention of the user of the goods.

1.    Definitions  
In these Sale Terms:  
    "We" and "Us"     means Glassex Limited and its employees and agents and "Our" shall be interpreted accordingly  
    "You"            means the person their employees and agents seeking to purchase Goods from Us and "Your" shall be interpreted accordingly  
    "the Goods"             means the goods and/or services to be supplied by Us.  
        "the Terms"            means these terms and any special terms agreed in writing between You and Us  
    "the Contract"        means the contract for the supply of Goods incorporating these Terms.

2    Application and variation of these conditions

Unless otherwise expressly agreed in writing by Us, these Conditions apply to any contract between Glassex Limited (the Seller) and the Buyer for the supplier of goods ("Contract'') and supersede any earlier Conditions issued by Us and shall override any terms and conditions of the Buyer. These Conditions are open to negotiation before the Buyer's order is accepted (whether or not in writing) by Us, which negotiation may result in change to any price published or earlier referred to.

3.    Prices

Prices are subject to withdrawal without notice, and unless agreed otherwise in writing, goods will be invoiced at the prices ruling at the date of delivery. There are minimum area and shape charges which vary according to the goods ordered and shall be notified to You as appropriate. Prices quoted are exclusive of VAT.

4.    Payment

(a)    Time of payment shall be of the essence of any Contract. For an account Your payment is due on or before the last day of the month next following the month in which despatch is made unless otherwise agreed. If You make default on payment, payment in respect of all goods delivered but not paid for shall immediately become due and payment in respect of any goods delivered during the continuance of any such default shall become due immediately upon delivery.

(b)    Non-account holding Buyers will be required to pay the whole purchase price of the goods before the goods are manufactured and/or delivered.

(c)    Any previously agreed prompt payment discount will only be allowed provided that no payments required of You in respect of any Contract are overdue.

(d)    Interest shall be payable on overdue payments in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.

(e)    No retentions are permissible and You have no right to set off disputed moneys whether or not in respect of goods under any Contract to which these Conditions apply.

(f)    We may at any time suspend the performance of any obligations under any Contract until We are satisfied that You are able to pay, or have given security for payment, for the goods.

5.    Title

(a)    Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions, the property in the goods shall not pass to You until We have received in cash or cleared funds, payment in full of the price of the goods and all other goods agreed to be sold by Us to You for which payment is then due.

(b)    Until such time as the property in the goods passes to You, You shall hold the goods as Our fiduciary agent and bailee, and shall keep the goods separate from those of third parties and yourself properly stored, protected and insured and identified as Our property. Until that time You shall be entitled to resell or use the goods in the ordinary course of business, but shall account to Us for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or other property of Yours and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

(c)    Until such time as the property in the goods passes to You (and provided the goods are still in existence and have not been resold), We shall be entitled at any time to require You to deliver up the goods to Us and, if you fail to do so forthwith, to enter upon any premises of Yours or any third party where the goods are stored and repossess the goods.

(d)    You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain Our property, but if You do so all moneys owing to Us shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

(e)    In the event that goods are supplied on different dates, and covered by separate invoices, some of which have been paid for and some of which have not, it shall be presumed that You have used the goods which have been paid for before the goods for which payment has not been made.

    
6.    Delivery and Risk

(a)    Delivery shall unless otherwise agreed, be at Your normal place of business. We reserve the right to choose the form of transport for the goods and the composition of the consignment load.

(b)    Any time specified for delivery is given as an estimate only and shall not constitute a contractual   obligation. No loss or damage shall be attributed to any delivery that has not been affected by any such date.

(c)    Where You fail or decline to take delivery of goods on the date specified for delivery or if no date is specified when goods are ready and available for delivery, then We may give 7 days notice to You upon expiration of which the goods shall be deemed to have been despatched and delivered for the purpose of clause 4(a), 4(b) and 5(g) and We may additionally charge You for any reasonable storage or additional transport costs which result.  
     
(d)    If You consider that goods have been damaged in transit or that the consignment of goods is incorrect and You have given Us written notification (other than on the carrier's delivery document) of such damage or shortage within 5 days of delivery, then We shall be permitted a reasonable opportunity to inspect any consignment and if appropriate (acting reasonably) will credit or replace such goods, with any replacement being invoiced and the damaged goods credited upon return if so requested by Us.

(e)    Where delivery is to be made by transport other than Our own carrier the failure of goods to arrive within 14 days of receipt by You of the advice note, must be reported to Us within the  above period of 14 days failing which, We shall have no liability for non-delivery.

(f)    Except as provided in Clause 6(d), We shall have no liability to You arising out of or in connection with damage to, or incomplete, or incorrect consignments of goods.

(g)    When the goods or any number of them (whether or not being in the actual quantity ordered) are either collected by You from Our premises or are free of all vehicle transit restraints and ready for unloading by You at the agreed delivery address, delivery in relation to those goods is complete and the risk in them shall pass to You.

(h)    On arrival of the goods at the place of delivery You shall promptly provide unloading facilities and when the goods are ready to be unloaded shall unload the goods promptly. We shall be entitled to recover from You all and any costs and expenses incurred as a result of Your failure so to do. Any assistance given in respect of any unloading and any unloading carried out by Us or Our agents' (including the positioning of goods on Your storage equipment) is entirely at Your own risk. The use of distribution equipment within or outside Your premises following unloading is at Your risk.

(i)    We shall have no liability for any loss or damage to goods in transit when You have signed the delivery note or other delivery documents as received in good condition.

(j)    Pallets, frames, stillages and all other distribution equipment are Our property and must be returned to Us on demand. Should You fail to return any distribution equipment within 7 days following such demand, a charge at the rate of 50 plus VAT per week for each item of distribution equipment retained thereafter will be incurred. Use of distribution equipment for any purpose other than carriage and storage of glass supplied by Us is prohibited.

(k)    You shall not be entitled to reject any goods on the grounds that they have been delivered in incomplete quantities.

 7.       Warranties, Liabilities and Standards

(a)    We warrant to You that goods shall conform to appropriate product published by the European Committee for Standardization or British Standards Institute (where applicable), or otherwise to recognised industry standards defined and published by the Glass and Glazing Federation.

(b)    Save as expressly provided by these Conditions, or as expressly provided in any specific written warranty issued by Us, or as otherwise specifically agreed in writing by Us, our representations and statements (whether express or implied) and all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

(c)    Goods represented by You to be defective shall not, save as expressly provided for in these Conditions, or in any specific written warranty issued by Us, form the subject of any claim for injury, loss, damage or any expense howsoever incurred whether arising directly or indirectly from such alleged defects other than death or personal injury resulting from Our negligence; but such goods, if demonstrated by You to be in breach of Our warranties set out in clause 7(a), will at Our discretion, be replaced free of charge, with the replacement being invoiced and the original  credited to Your account on return, if so requested by Us, but We will have no further liability to You.

(d)    Except in respect of death or personal injury caused by our negligence We shall not be liable to You for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise) which arise in connection with the supply of goods or their use or resale by You.

(e)    Optical, dimensional, other physical properties and colour of the goods are subject to Our manufacturing specifications, tolerances and/or standards, details of which are available in request.

(f)     Specification of the correct glass in accordance with British Standard 952 Glass for glazing Parts 1 and 2 and British Standard Code of Practice BS 6262 (Glazing for buildings), the relevant harmonized European Product standard and/or other statutory requirements is Your responsibility. Where the goods ordered appear to contravene a relevant Code of Practice or British Standard We reserve the right to substitute goods which meet the requirements and charge accordingly.

(g)    You shall be responsible for the correct use and/or installation of the goods and indemnify Us in respect thereof. We accept no liability for loss or damage resulting from failure to adhere to recommendations and guidelines laid down in its current technical literature and/or that of the said Glass and Glazing Federation.

(h)    Our warranties in clauses 7(a) and 7(b) are subject to Us receiving payment in full for the goods on or before the due date. In the event that such payment is not received by such time said warranties shall be null and void unless and except to the extent that We, at Our absolute discretion, may otherwise expressly permit in writing.

8.    Force Majeure

(a)    If the performance of any Contract or any obligation thereunder is prevented by force majeure, We shall be excused performance, provided that We shall use reasonable endeavours to remove such cause(s) of non-performance, and shall continue performance thereunder without delay whenever such cause(s) are removed.

(b)    For the purposes of these Conditions, the term ''Force Majeure'' includes, without limitation, acts of God, strikes, lock-outs, other industrial action, fire, accident, lightning, earthquakes, storms, floods, explosion, war and any other circumstances, whether similar or dissimilar, beyond Our reasonable control.

9.     Termination

If You

(a)    make default in any payment, or

(b)    commit any breach of the terms and conditions of any relevant Contract, or

(c)    suffer distress or execution, or becomes insolvent as set out in section 123 of the Insolvency Act 1986 or

(d)    are (or are deemed to be) unable to or admits inability to pay Your debts as they fall due or take steps to obtain a moratorium, or commit an act of bankruptcy, or

(e)    enter into any arrangement or composition with Your creditors or proceedings are commenced in relation to You under any law regulation or procedure relating to reconstruction or adjustment of debts or

(f)    go or are put into liquidation (other than solely for amalgamation or re-construction), or passe a resolution for winding up (otherwise than for the purposes of a bone fide scheme of solvent amalgamation or reconstruction) or a petition is presented (other than a petition which in Our opinion is frivolous or vexatious and which is withdrawn or stayed within 14 days) or any order is made by any competent court for the winding up, dissolution or appointment of a liquidator of You, or if an  administrative receiver or administrator is appointed over the whole or any part of Your business, or if a petition or other form of application for an administration order is presented or made to the Court or notice of intention to appoint such an administrator is given or filed at court or

(g)    cease or threaten to cease to carry on the whole or a substantial part of Your business or

(h)    die or are dissolved or You suffer any analogous proceedings to those set out in this clause,

Then We may, without prejudice to any rights which may have accrued or which may accrue to Us, at Our option;   
(i) require payment in advance for all or any prior, existing and/or further deliveries; and/or   
(ii) suspend any further deliveries until such default or breach, if capable or rectification, is rectified, and/or   
(iii) terminate the relevant Contract; and/or   
(iv) terminate any other Contracts so far as any goods remain to be delivered  thereunder.

10.      Miscellaneous

(a)    Any quotation given by Us is not an offer.

(b)    If material or goods are ordered to be supplied to a template and the template dimensions differ to those specified in associated documents or correspondence, the order will be executed to the dimensions of the template. Templates must always be of a rigid material.

(c)    In accordance with trade custom, Your glass is handled, stored and processed at the Your own risk.

(d)     Information and illustrations in Our printed literature are approximate representations not binding in detail. We reserve the right to change specifications and other information in Our literature and You must satisfy Yourself that the current stocks of goods are as depicted in any literature.

(e)    Any Contract or order to which these Conditions relate is between Us and You as principals and is not assignable by You without Our express written consent.

(f)    Unless expressly agreed otherwise in writing,   
(i) Any Contract or order may be assigned by Us to any of Our associated companies and/or   
(ii) We may manufacture the goods at any of our works or plants and/or   
(iii) We may sub-contract the manufacture and/or supply of the goods.   
For the purpose of this sub-clause our associated companies shall mean a company which is a subsidiary company of Glassex Limited.

(g)    We may assign Our right to receive any payments from You.

(h)    Where goods are manufactured and/or processed by Us in accordance with Your specification You shall indemnify Us in respect of any liability incurred by Us in respect of any infringement or alleged infringement of any patent, design, copyright, trademark, or other intellectual property of any third party.

11.     Governing Law

These Conditions and any Contract arising hereunder shall in all respects be construed in accordance with English Law and You agree to submit to the non-exclusive jurisdiction of the English Courts.

12.     General

The completion or termination of any relevant Contract shall not affect the continuing operation of Clauses 5, 6(j) and 11.