

## TERMS AND CONDITIONS OF SALE FOR ALL PRODUCTS

<p>1. DEFINITIONS: In these conditions "The Company" means BROMYARD GLASS Ltd and "The Purchaser" means the person or firm or company placing to or receiving/received an order from BROMYARD GLASS Ltd.</p>	<p>13. BUILDING REGULATIONS: All glass supplied must be fitted to all current Building Regulations for Safety and Thermal insulation. The Company accepts no responsibility whatsoever if glass is fitted incorrectly.</p>
<p>2. GENERAL: All orders are subject to the following terms and conditions which shall prevail over conflicting terms and conditions of the purchaser unless otherwise specifically agreed to in writing by the Company.</p>	<p>14. ACCOUNT CUSTOMERS PAYMENT: Credit Account Customers payment are due on or before the last day of the following month after invoice date. It is up to the Purchaser to produce payment to the Company Premises. Any legal fees or expenses (i.e. Letter writing and telephone calls etc) occurring in obtaining outstanding accounts will be charged to the Purchaser. Any cheque which is not cleared will count as non-payment. For continuous late payment the Purchasers agreed discount will be altered without notice.</p>
<p>3. TEMPLATES: Where templates are required it shall be the responsibility of the Purchaser to ensure that they are accurate and of good quality material. No responsibility can be accepted for ill fitting products which result from template defect.</p>	<p>15. PRICING: Where an estimate or quotation has been submitted, such estimation or quotation shall only be binding on the Company if it is accepted within one month of estimation/quotation date by the Purchaser in writing. Unless otherwise stated and agreed.</p>
<p>4. REPEAT ORDERS: The Company reserves the right to decline to produce repeats in construction which, the Company's reasonable opinion experience has shown to be unsound or which are regarded as obsolete.</p>	<p>16. COMMENCEMENTS/COMPLETION DATES: Dates given for the commencement or completion of work are given in good faith but we cannot be held responsible if circumstances occur that these dates have to be changed.</p>
<p>5. CANCELLATION OF ORDERS: Cancellation or order will be accepted without charge provided no work has been done nor any special materials ordered which cannot be cancelled. Any work carried out prior to cancellation will be charged on a quantum merit basis save that cancellation will not be accepted in respect of any order the manufacturer of which has been substantially completed.</p>	<p>17. TOLERANCES: Manufacturing and Cutting Measurements are to have a tolerance of + or – 2mm.</p>
<p>6. PRICES: (i) Unless a fixed charge has been submitted and accepted, prices charge will be those ruling at the day of delivery of goods. (ii) Price lists are issued subject to review without prior notification (iii) All products are sold subject to V.A.T at the rate ruling at the date of delivery.</p>	<p>18. SHAPES: For shaped and bevelled glass complete accuracy cannot be guaranteed.</p>
<p>7. PAYMENT: (i) The Company will raise an invoice upon delivery/collection of the goods or if goods are left on our premises for more than 30 days as per the relevant account conditions. (ii) If any invoice is not paid on the due date all other invoices rendered by the Company against the Purchaser shall thereupon be deemed due and immediately become payable in full. (iii) The Company reserve the right to charge interest on any overdue account at the rate of 2.5% per month on the outstanding balance as well after as before any judgement.</p>	<p>19. LEAD, RESIN AND GEORGIAN WORK: Lead, Resin and Georgian work will be made to our manufacturing discretion. Unless detailed drawings are given.</p>
<p>8. MODIFICATIONS/IMPROVEMENTS: The Company reserves the right to undertake such modifications or improvements to any of its products as shall be deemed necessary from time to time without prior notification and such modifications or improvements shall not entitle the Purchaser to reject any products as so improved or modified or any products previously supplied to the Purchaser prior to the modification or improvement being effected.</p>	<p>20. UNIT CLARITY: Inspection of Double Glazed Units are made to the clarification of any faults not showing up at a 3 meter distance.</p>
<p>9. DELIVERY/COLLECTION: (a) Delivery shall be for these conditions whichever shall first occur of the following: (i) actual delivery to the customer, its carriers, agents or contractors: or (ii) collection by the customer, its carriers, agents or contractors from the Company's place of business (b) Although the Company will use its best endeavours to deliver according to the Contract, any date previous which may be agreed for the delivery is intended as an estimate only and the Company cannot therefore be held liable for direct or indirect loss due to failure to deliver on any specific period. (c) Good can be collected at any time during opening hours. As we do not have storage facilities, goods left for 30 days will be invoiced and goods left for 6 months will be destroyed without notice.</p>	<p>21. TITLE: The goods shall remain the sole and absolute property of the Company until such time as the Customer shall have paid to the Company the full purchase price thereof.</p>
<p>10. BREAKAGES AND/OR SHORT DELIVERIES: Due to the fragile nature of the Company's products, no claim for loss, damage or short delivery can be accepted unless the driver/sales assistant is notified at the time of delivery or collection and, in the case of defects, the relevant goods returned on the delivery vehicle and/or the delivery note marked accordingly.</p>	<p>22. BREWSTER FRINGES: The appearance of the optical phenomenon known as Brewsters Fringes. This phenomenon is a result of the high quality now being achieved in glass manufacturing. It means that light reflection could have the appearance of a fault in the glass. This is to be acceptable and to be out of our control, More information on Brewsters Fringes can be obtained from the Company office.</p>
<p>11. RISKS: The risk passes to the customer as soon as the goods are delivered as defined in Condition 9(a) provided that in the event of the Goods being stored on behalf of and at the specific request of the Customer that risk in the goods passes to the Customer from the date storage commences.</p>	<p>23. CONDENSATION: Many misleading comments have been made saying that Double/Triple Glazing will stop the forming of condensation. This is not perfectly true. As it can normally cut down any condensation problem it may not always do so. A leaflet on condensation problems and possible cure can be obtained from the Company office.</p>
<p>12. PURCHASERS GLASS: A purchaser's own glass will be handled with care but entirely at the purchaser's own risk.</p>	<p>24. GUARANTEES: Double Glazed Units carry an agreed guarantee against breakdown (not breakage). It is up to the Purchaser to keep a record of each unit. As if the unit does break down it can be reported with reference number, unit size, cavity and glass type. No guarantee for any work whether given or not is valid if any or all of present, previous or future payment is not received by the agreed terms.</p>
	<p>25. FAULTS: Any goods supplied or workmanship which is faulty must be reported within 3 days of either collection or delivery.</p>
	<p>26. CONDITIONS: All conditions on the Estimations, Quotations, Acceptance, Acknowledgement of order or any other correspondence from the Company are to be adhered to and payment must be agreed.</p>
	<p>27. SIZES: When ordering glass/units etc. sizes are presumed to be actual size of finished items. No fitting allowance will be made. Sizes given written or verbally are presumed that the width is stated first.</p>
	<p>28. STEPPED UNITS: On Stepped Sealed Units both panes must be secured to prevent slipping of one pane from the other.</p>
	<p>29. UNIT FITTING: Glass and Double Glazed Units are to be fitted as out manufacturing instructions. Copies can be obtained from the Company office.</p>
	<p>30. DAMAGE: Any damaged occurred to the property, furniture etc. as a result of Unit/Item Breakdown the Company will not be liable for.</p>
	<p>31. ACCOUNT CLOSURE: We reserve the right to close any account without notice. If an there is no use on an account for 18 months the account will be closed.</p>