

Droylsden Glass – Terms & Conditions

1 Definitions

- 1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller.
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller.
- 1.3 'Goods' means the articles and where applicable the services which the Buyer agrees to buy from the Seller.
- 1.4 'Price' means the price for the goods excluding VAT (unless stated otherwise in writing).
- 1.5 'Seller' means Droylsden Glass Limited 42-56 Audenshaw Road, Audenshaw, Manchester M34 5HJ.

2 Conditions Applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any quotations, purchase order, confirmation of order, sales or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) or to the other terms of the Contract including the specification of the Goods shall be inapplicable unless agreed in writing by the Seller and any such variation to the Contract requested by the Buyer may result in an increase in the Price. The Customer is advised that Goods are manufactured to the Seller's particular requirements and may not be re-saleable to third parties.

3 Cancellation by Seller

The Seller may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

4 Cancellation by Buyer

- 4.1 The Buyer may cancel this contract at any time up to the expiry of 7 days from the date of the Contract by giving written notice by recorded delivery to the address of the Seller stated in these conditions. On giving such written notice the Seller shall cease to be bound to perform the Contract. The Buyer shall not be entitled to cancel this Contract after the expiry of such 7 day period.
- 4.2 Following cancellation of this Contract by the Buyer in accordance with Clause 4.1, any deposit paid by the Buyer to the Seller shall be returned to the Buyer after the deduction of any costs and expenses lawfully incurred by the Seller up to the date of cancellation.

5 The Price and Payment.

- 5.1 The Price shall be the Seller's quoted price. Unless stated otherwise in writing, the Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 5.2 Payment of the Price and VAT shall be due forthwith upon delivery of the Goods to the Buyer or upon completion of any installation of the Goods which the Buyer has contracted in writing to undertake. Payment to be made in cash or by cheque, bank draft or money order in favour of the Seller and crossed "Account Payee".
- 5.3 Any invoice outstanding beyond our payment terms may be referred to a third party Debt Recovery specialist and could be subject to a surcharge of upto 20% plus VAT to cover the collection cost incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.
- 5.4 If the customer alleges that any part of the installation work undertaken by the Seller is incomplete or unsatisfactory, then provided that this is accepted by the Seller, an amount not greater than the cost of completing or rectifying the installation may be withheld by the Buyer until such time as the work is completed to the reasonable satisfaction of the Seller and the balance of the Contract Price shall be payable from the date of completion of the installation of the Goods which has been deemed acceptable by the Buyer.
- 5.5 Where the Seller has agreed to accept payment by instalments then if the Buyer fails to pay any instalment upon the due date the whole of the balance shall become immediately payable and shall bear interest at the rate referred to above until payment is received in full.
- 5.6 The Buyer shall be responsible for any costs incurred by the Seller in enforcing its rights under this Contract, such costs to be paid on an indemnity basis as a debt due from the Buyer to the Seller.
- 5.7 The Buyer agrees to pay to the Seller in addition to the Price the costs incurred by the Seller in obtaining any scaffolding required to perform any installation work (unless otherwise stated).

6 The Goods

- 6.1 The quantity and description of the Goods shall be as set out in the Seller's quotation.
- 6.2 The Seller shall not be obliged to supply Goods conforming exactly with any samples of products supplied to the Buyer or used by the Seller for demonstration purposes. The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
- 6.3 The Buyer shall be responsible at his expense for obtaining any permits, planning permission, licences or consents required for the supply and/or fitting of the Goods.
- 6.4 Where the Seller contracts in writing to undertake associated building work the Seller will use reasonable endeavours to match new to existing brick or stonework etc. but will not be responsible for discrepancies due to weathering or other natural changes.
- 6.5 The Buyer is responsible at his cost for ensuring that the surrounding structure, including brickwork and lintels etc. is/are sufficient to support the Goods and the Seller will not be liable for any damage resulting from the Buyer's failure to comply with this obligation.

7 Warranties and Exclusions

- 7.1 The Seller undertakes to the Buyer to repair, at the Seller's own cost (or at the Seller's discretion to replace) any defect discovered in the Goods.
- 7.2 The Guarantee contained in clause 7.1 ("the Guarantee") shall apply in respect of defects discovered in Goods within ten years from the date of installation of the Goods or (where installation is not undertaken by the Seller) from the date of delivery of the Goods to the Buyer.
- 7.3 The Guarantee does not apply to:
 - a) defects which have occurred during installation where the Seller has not contracted with the Buyer to carry out such installation.
 - b) defects caused by normal wear and tear, improper and unreasonable use or mistreatment of the Goods.
 - c) any defects or imperfections contained in the glass supplied in the Goods arising from the glass manufacturing process
 - d) sealed units into non drained systems, these are guaranteed for 1 year. Sealed units into drained systems, these are guaranteed for 10 years.
 - e) hardware and locking mechanism, these will assume the standard manufacturer's warranty.
 - f) Electrical and mechanical goods. These will assume the standard manufacturer's warranty.

- 7.4 The Buyer shall allow the Seller access to the Goods at reasonable times and upon reasonable notice from the Seller to inspect any alleged defect in the Goods and, if necessary, to carry out any repairs to the Goods.
- 7.5 The Seller's liability to the Buyer, whether for any breach of contract or otherwise shall not in any event exceed the Price.
- 7.6 The liability of the Seller under the Guarantee shall not apply if the Buyer has failed to pay the Price in accordance with clause 5.
- 7.7 The Seller shall only be liable for damage caused during installation work carried out by the Seller where such damage is caused as a result of the negligence of the Seller, its agents or employees and in any event the amount of such liability shall not exceed £3,000.
- 7.8 The liability of the Seller in respect of any claims for consequential loss or inconvenience shall not exceed £250.
- 7.9 Leaded and "Georgian" effect glass may have slight variations and the Seller cannot guarantee to completely match patterns to existing fittings.
- 7.10 The Seller does not guarantee that its products will eliminate any condensation in the structure.
- 7.11 Alarm Contacts: It is the customers own responsibility to arrange for any alarm contacts on windows/doors to be removed/refitted. If our installers have to remove alarm contacts during installation, we accept no liability or responsibility for any alarm defects.
- 7.12 Internal Decoration: Droylsden Glass will make effort to minimize damage to internal decoration (plaster, wallpaper, tiles, etc.) and to finish the installed products internally & externally with trims or silicone to offer an aesthetically finished look to an expected high standard.
Due to age & construction of some properties and the fixings of some existing products being replaced, in some instances there may be unavoidable consequential damage. Droylsden Glass accepts no liability or responsibility for such unavoidable consequential internal decoration damage
- 7.13 Any claims under the Guarantee or otherwise must be notified in writing to the Seller within 14 days of the Buyer becoming aware of the matter.
- 7.14 Nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a buyer dealing as a consumer.

8 Delivery of the Goods

- 8.1 Delivery of the Goods shall be made to the Buyer's address or such other address for delivery as may be notified in writing by the Buyer to the Seller.
- 8.2 The Seller will endeavour to deliver the Goods and complete any installation works within a reasonable time and within any time period advised to the Buyer. Time shall not be of the essence for delivery and completion of such works.
- 8.3 The buyer shall upon reasonable notice from the Seller allow access to the Seller and its servants, agents and employees to the premises of the Buyer to enable the Seller to effect delivery of the Goods and carry out any installation works. Failure of the Buyer to comply with this obligation shall be deemed to be a repudiatory breach of the Contract and shall entitle the Seller to terminate the contract and claim damages from the Buyer including damages for loss of profit.
- 8.4 Prior to delivery the Buyer shall allow access to the Seller and its employees, servants or agents, to the premises of the Buyer at reasonable times and on reasonable notice from the Seller to enable any survey or preparatory work to be carried out. Failure by the Buyer to comply with this obligation shall be deemed to be a repudiatory breach of contract and the Seller shall have the rights and remedies referred to in clause 8.3.

9 Supply Only Contracts

- 9.1 All measurements and specifications given are the responsibility of the Buyer. The Seller will not be liable for any of its products, measurements or specification given under a "supply only contract".

10 Notices

- 10.1 Any notice required to be served pursuant to this contract of sale shall be in writing and served by recorded delivery on the Seller at Droylsden Glass 42-56 Audenshaw Road, Audenshaw, Manchester M34 5HJ or such other address as the Seller may from time to time notify to the Buyer and on the Buyer at the Buyer's registered office or principle place of business.

11 Headings

- 11.1 All headings are for ease of reference only and shall not affect the construction of this contract.

12 Severance

- 12.1 Any provision of this Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.

13 Force Majeure

- 13.1 Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
- 14 The Seller shall be entitled to sub-contract any of its obligations under the Contract.
- 15 From October 2011: All private drains were adopted by the local water authorities and therefore permission may be required if building over or within 3 metres of the main drain system, subject to your location on the run. That being the case and subject to a report by our surveyor, then additional fees and cost may be involved and advised accordingly.

Authorised and Regulated by the Financial Conduct Agency. We are a Credit Broker and not a Lender. We offer Credit Facilities from a panel of Lenders.

NOTICE OF THE RIGHT TO CANCEL THE CONTRACT: If, after reading, you are in any way unsure of your rights and obligations under this agreement please ring our office on **0161 292 1122**. If you have the right to cancel this Contract under clause 4 of the Terms and Conditions, then you can do so by sending or taking a written notice of cancellation to: **DROYLSDEN GLASS 42-56 AUDENSHAW ROAD, AUDENSHAW, MANCHESTER M34 5HJ**.

PLEASE NOTE: CANCELLATION MUST BE MADE IN WRITING WITHIN 7 DAYS FROM DATE OF CONTRACT.

DGT0318

CANCELLATION FORM (Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE AGREEMENT**)

I/We give notice that I/We wish to cancel the agreement.

Customer Name(s).....

Address

Signed

.....

Reference No.

.....

Date of Order

..... Post Code.....