

TERMS AND CONDITIONS as at 27 November 2019

1. Interpretation

- 1.1. In these Conditions the following words and expressions shall have the following meanings unless inconsistent with the context.
 - 1.1.1. "BUYER" means the person, body, firm or company who, subject to these conditions, accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.
 - 1.1.2. "GOODS" means the goods (including any installation of the goods or any parts of them) which are the subject of the Contract or sold between the Buyer and the Seller in accordance with these Conditions.
 - 1.1.3. "SELLER" means Pinefield Glass Limited, whose registered office is situated at 1 Pinefield Parade, Elgin, IV30 6AG.
 - 1.1.4. "CONDITIONS" means the Standard Terms & Conditions of Sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller in accordance with Clause 2.2 hereof.
 - 1.1.5. "CONTRACT" means the Contract for the purchase and sale of the Goods.
 - 1.1.6. "WRITING" includes email, Facsimile Transmission and comparable means of communication.

2. Basis of Sale

- 2.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation of the Seller, which if verbal is subject to confirmation in writing or otherwise, if in writing which is accepted by the Buyer or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by the Buyer or any such order is made or purported to be made by the Buyer. These Conditions govern the Contract between the Seller and the Buyer and shall prevail over any terms put forward by the Buyer, unless the Seller expressly agrees to them in writing. No conduct by the Seller shall be deemed to constitute acceptance of any terms put forward by the Buyer.
- 2.2. No variation to these Conditions shall be binding unless agreed in Writing between the Buyer or any authorised representatives of the Buyer and the Seller.
- 2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.
- 2.4. Any advice or recommendations given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.6. No variation of the terms of this Agreement shall bind either party unless such variation is in writing and signed by both parties to be bound being, in the case of the Seller, one of its authorised representatives. Any such variation shall thereafter form any part of the contract.
- 2.7. Any omission, waiver or forbearance by the Seller in regard to performance of this Agreement shall operate only if in writing and shall apply only to the specified instance and shall not affect the existence and continued applicability of the terms hereof thereafter.
- 2.8. In cases where the Products are transported by an independent carrier whether road, ship or otherwise and damage or breakage to or loss of the Products occurs in transit, the Buyer shall immediately on discovering such damage, breakage or loss give notice to the Seller in writing and to the relevant independent carrier.
- 2.9. When the Buyer is a corporation or entity which is not a natural person, unless the Buyer specifically advises the Seller to the contrary in writing, the Seller will be entitled to assume that everyone within the Buyer's organisation (which term for this purpose includes any parent, subsidiary or associated company) who actually gives orders or instructions to the Seller has requisite authority to do so on behalf of the organisation. The Buyer shall therefore ensure that it has appropriate systems and procedures within its organisation to ensure that anyone who issues orders or instructions to the Seller is properly authorised to do so.

3. Orders and Specifications

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller or its authorised representative.
- 3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving to the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3. The quantity, quality and description of, and any specification for, the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.4. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in Settlement of any

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claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Sellers' use of the Buyer's specification.

- 3.5. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or where the Goods are to be supplied to the Seller's specification which do not materially affect their quality or performance.
- 3.6. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including but not limited to loss of profit), costs (including but not limited to the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.
- 3.7. Any Goods deemed by the Buyer to be defective must be returned within a period of 2 working days from the date of delivery, in the same condition as they were supplied save that where the Goods have been installed and it is not practicable to return them, the Buyer must notify the Seller in writing of the alleged defect within 2 working days from the date of delivery. If it is agreed by the Seller that the Goods are defective, they will be replaced or repaired free of charge or (at the Seller's option), a credit allowed, the value of which shall not exceed that originally invoiced.
- 3.8. Metal stillages where charged will be credited in full if returned in good condition. The Seller agrees to meet the cost of transportation. The Seller reserves the right to raise a hire charge in respect of transportation stillages where those are withheld by the Buyer for any period in excess of 10 working days following the date of delivery or such other period as communicated by the Seller to the Buyer from time to time. The hire charge shall be such charge used by the Seller in its contracts from time to time as in force at the time of its contract with the Buyer.
- 3.9. In supply only contracts, unless otherwise agreed in writing the risk in the Goods shall pass to the Buyer as soon as the Goods have been dispatched from the Seller's premises or (in cases where the Seller has agreed to deliver the Goods) removed from the Seller's vehicles.
- 3.10. In the event that the Seller's employees or agents handle or use the Buyer's own materials then such handling or use shall be at the Buyer's risk although the Seller shall use reasonable care.
- 3.11. All illustrations, drawings or samples given by the Seller or contained in the Seller's catalogues, price lists or advertisements are approximate representations only and are not guaranteed to be accurate in detail.
- 3.12. All particulars of the Goods offered by the Seller are given in good faith as being approximately correct but non-material deviations therefrom shall not form the basis of any claim against the Seller.
- 3.13. The use of glass must conform to the safety section of BS 6262 and its amendments, a copy of which is available for inspection on request.

4. **Price of Goods**

- 4.1. The price of the Goods shall be the Seller's quoted price (or the price which can be calculated in accordance with any quoted formula) or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's published price list current at the date of acceptance of the order by the Seller. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer or until variation in writing agreed by the Buyer and the Seller whichever is the earlier.

Insofar as the calculation of glass is concerned, the following minimum chargeable areas apply:-

- Annealed float glass	0.25m ²
- Wired, laminated, silvered	0.25m ²
- Tempered	0.25m ²
- Hermetically sealed double glazing units	0.30m ²
- Ceramic painted panels	0.50m ²

In addition to the above, surcharges shall apply to Double Glazing Oversized Units, Stepped Units, Shapes & Triple Glazed Units in accordance with Seller's Schedule of Surcharges current at the time of acceptance of Seller's quotation by Buyer or acceptance of Buyer's order by Seller. Seller's Schedule of Surcharges may be modified from time to time without recourse to Buyer.

- 4.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, including but not limited to, increases in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3. Except as otherwise stated under the terms of any quotation or in any price list of the Seller and unless otherwise agreed in writing between the Buyer and the Seller all prices given by the Seller relate only to the price of the Goods and do not include delivery charges and the Buyer shall be liable to pay the Seller charges for transport, packaging and insurance in addition to the price of the Goods.
- 4.4. The price of the Goods (unless otherwise stated) is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.
- 4.5. All prices quoted are quoted in Sterling and the Seller reserves the right to revise any quotation in accordance with applicable Bank of England currency exchange rates in force on the date of delivery of the Goods.
- 4.6. All invoices submitted are subject to a minimum value applicable at the time.

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- 5.1. Subject to any special terms agreed in writing between the Buyer and Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods, in accordance with Clause 4 hereof, and any additional delivery charges, on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price of the Goods at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 5.2. Notwithstanding any dispute which the Buyer may have with the Seller in relation to the Goods or otherwise the Buyer shall settle all invoices in respect of the Goods without deduction within 30 days of the end of the month of the Date of the invoice relating to the Goods notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer and the Buyer shall not be entitled to set off any amount payable under the Contract to the Seller against any monies payable by the Seller to the Buyer unless otherwise agreed in Writing. The time of payment of the price of the Goods shall be of the essence of the Contract.
- 5.3. If the Buyer fails to make any payment or to provide any letter of credit, bill of exchange or form of security required by the Seller under the Contract on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 5.3.1. cancel the Contract or suspend any further deliveries to the Buyer, and
 - 5.3.2. appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit notwithstanding any purported appropriation by the Buyer, and
 - 5.3.3. require the Buyer to make full payment of all outstanding invoices irrespective of date, and
 - 5.3.4. charge the Buyer (i) interest (both before and after any judgement) on the amount unpaid, at the higher rate of (a) the rate of 4 per cent per annum above the Bank of Scotland base rate from time to time until payment in full is made or (b) the rate of statutory interest set in accordance with the terms of the Late Payment of Commercial Debts (Interest) Act 1998 where invoices remain unpaid for more than 30 days from the end of the month of the date of the invoice relating to the goods or services. Interest on overdue amounts will start to run following the expiry of 30 days from the end of the month of the date of the invoice relating to the goods or services and (ii) charge the Buyer compensation arising out of late payment in terms of the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts (Scotland) Regulations 2002.
 - 5.3.5. reimbursement of all costs associated with recovery of the debt due including, but not necessarily limited to, properly incurred fees from debt collection agents, solicitors fees together with court costs and other expenses howsoever arising that may be properly incurred in recovering the debt due

6. Delivery and Non-Delivery

- 6.1. Delivery times or dates named or accepted by the Seller are given in good faith but are an estimate only. Time of delivery of Goods or provision of Services shall not be of the essence of the Contract. The Seller shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any failure (for any reason) to meet the delivery time/date stated/agreed (even if caused by the Seller's own negligence). Furthermore, the Buyer shall have no right to cancel the Contract in the event of such a failure.
- 6.2. Work will be provided and Goods delivered as stated in the Seller's acknowledgement of order or if one is not issued as agreed by the Seller. Delivery shall be deemed to take place when the Goods arrive at the place stated in the Seller's acknowledgement of order or if one is not issued or a place is not stated in the acknowledgement of order, at such place as is agreed by the Seller except that delivery to a carrier for the purpose of transmission to the Buyer shall be deemed to be delivery to the Buyer. Section 32(2) of the Sale of Goods Act 1979 shall not apply. The Buyer shall be deemed to have accepted the Goods upon delivery.
- 6.3. The Seller shall make such arrangements for carriage of the Goods and their insurance during carriage as it thinks appropriate and the Buyer shall indemnify the Seller against all costs and/or expenses that the Seller incurs in arranging for carriage and insurance of the Goods (including, without limit, export and/or import duties and the costs of packaging, loading and/or unloading), such costs and/or expenses to be paid by the Buyer when it is due to pay for the Goods.
- 6.4. The Seller may deliver Goods in instalments and perform Services in sections. Deliveries of further instalments and performance of further sections may be withheld until the Goods and/or Services comprised in earlier instalments and/or sections have been paid for in full. Default by the Seller, howsoever caused, in respect of one or more instalments shall not entitle the Buyer to terminate the relevant Contract as a whole. Goods will be packed so as to adequately protect against damage in normal conditions of transit of usual duration.
- 6.5. If the Buyer fails or refuses to accept delivery of any Goods when they are ready for delivery in accordance with the relevant Order or the Seller agrees (at its sole discretion) to postpone delivery of the Goods at the request of the Buyer then (without prejudice to its other rights) the Seller may store or arrange for storage of such Goods and charge the Buyer for all related costs and expenses (including storage and insurance) and may sell such Goods after 28 days after such failure or refusal and deduct any monies payable to the Seller by the Buyer from the sale proceeds and account to the Buyer for any excess or charge the Buyer for any shortfall below the Contract price.
- 6.6. If the Seller agrees to permit the Buyer to collect the Goods from the Seller's place of business then delivery shall be deemed to take place when the Seller notifies the Buyer that the Goods are ready for collection and unless otherwise agreed in writing by the Seller it is a condition of the Contract that the Buyer will collect the Goods within 7 days of such notice.
- 6.7. The quantities of any consignment of Goods recorded by the Seller upon collection or despatch shall be conclusive evidence of the quantity received by the Buyer on delivery unless contrary evidence is provided by the Buyer.
- 6.8. Upon delivery to the Buyer, all Goods should be examined. The Seller shall not be liable for any shortages in, or non-delivery of, Goods unless the same is notified by the Buyer to the Seller (together with all specific details) in writing within 2 working

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days of the actual or anticipated date of delivery (as relevant). Subject to such notice being provided, the Seller shall, if it is satisfied that any Goods have not been delivered and the cause thereof being beyond the reasonable control of the Seller, at its sole discretion, either arrange for delivery as soon as reasonably possible or give credit to the Buyer for such goods.

7. Risk and Property

- 7.1. Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2. 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 the Buyer until the Seller has received in cash or cleared funds payment in full of all sums due to the Seller on any account whatsoever.
- 7.2.1. Until such time as the property in the Goods passes to the Buyer, the Buyer and any servant, agent or bailee of the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and shall properly store, protect and insure and clearly identify the Goods as the Seller's property. Until that time the Buyer shall be entitled to resell (as fiduciary agent of the Seller and for the Seller's account only) the Goods or use the Goods or any product produced with the Goods in the ordinary course of its business and the Buyer shall up to the limit of the Buyer's present indebtedness to the Seller, pay the proceeds of resale of the Goods into a separate bank account of the Buyer which account is not overdrawn and then the Buyer shall forthwith account to the Seller the proceeds of resale of the Goods. The Buyer shall upon request assign to the Seller the legal title of any right against any third party arising out of such sale and the beneficial interest of which is the Seller's.
- 7.2.2. Any failure by the Buyer to comply with his obligations under Clause 7.2.1 to keep the Goods separate and properly identified shall not prejudice, affect or limit the Seller's rights in relation to the proceeds of any resale of the Goods as set out in Clause 7.2.1.
- 7.2.3. For the avoidance of doubt, the provisions of Clause 7.2.1 shall not fix the Seller with any additional liability to any third parties that would not otherwise arise under the law.
- 7.3. Until such time as the property in the Goods passes to the Buyer in accordance with Clause 7.2 (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith repossess the Goods or so much thereof as the Seller may determine from any premises where they may be. For the purpose of repossessing the Goods or any part thereof, the Buyer hereby grants an irrevocable licence to the Seller, its employees or agents to enter upon such premises and the Buyer shall pay to the Seller the cost of removal and transport of the goods or any part thereof.
- 7.4. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer purports to do so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. Statutory Liability

Nothing in these Conditions shall be interpreted as excluding or restricting any legal liability of the Seller for death or personal injury resulting from the negligence of the Seller, its employees, agents or sub-contractors or restricting any of the Seller's legal obligations arising under Section 12 of the Sale of Goods Act 1979.

9. Warranties - Manufacturers Five Year Warranty for Insulating Glass Sealed Double Glazing Units supplied by Pinefield Glass Ltd

- 9.1. Unless otherwise agreed in writing if within five years from date of despatch from the Seller's works, the double glazed unit is, through faulty manufacture, affected by material visual obscurities because of condensation or dust collection within the double glazed unit, the Seller shall, subject to compliance with the Seller's Claims Procedure, supply a replacement unit, providing the unit has been installed in accordance with the Seller's current glazing instructions. This warranty does not cover consequential damage or loss arising from the glazing of a replacement unit except insofar as the restoration of such damage or loss falls within the rights of the Owner/Occupier under common law or statute.
- 9.2. In respect of supply only contracts, it is the responsibility of the Buyer to ensure that all materials used with the Goods or products provided by the Seller are entirely compatible for the duration of the warranty period. If any doubt exists, contact must be made with the compound and/or material manufacturer to ensure compatibility. This includes, but is not limited to, silicon sealants used by the Buyer as a glazing compound which must be solvent free to avoid an adverse reaction with two part sealants used in the manufacture of hermetically sealed double glazing units.
- 9.3. Any claim under this warranty is subject to the Seller's representative being afforded reasonable opportunity to inspect the unit concerned before de-glazing. If on inspection it is determined that the unit was not of faulty manufacture, the Buyer shall be required at the Seller's discretion to pay the cost of inspection.
- 9.4. If a replacement unit is supplied it will be the Seller's standard type of product current at the time of replacement, and it will be delivered to the buyer's normal place of business. This warranty applies to the replacement units up to the limit of the warranty period covering the original unit or up to twelve months, whichever is later.
- 9.5. This warranty applies only to the manufacturer's units installed in normal service conditions within the United Kingdom and the Republic of Ireland. This warranty specifically excludes :
- i. Units which have not been handled, stored, installed and maintained completely in accordance with the glazing instructions laid down by the Glass and Glazing Federation Glazing Recommendations and the Maintenance Recommendations listed overleaf.

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- ii. Units used in service conditions such as (but without limitation) use in transport vehicles, shops or temperature cabinets or use at altitude over 800 metres or transportation of units over such elevation unless the warranty has been specifically extended in writing to cover the relevant special service.
- iii. Units displaying the optical phenomenon, occasionally seen as interference colour bands, known as "Brewster's Fringes".

This warranty is not part of any contract of sale but offers its recipient rights additional to those given to him by any contract or sale or at common law. Accordingly, although the scope of the warranty itself is limited by the terms of clauses 9.1 to 9.5, so that any person to whom it is offered must either accept it on those terms or reject it entirely, any limitations imposed by those paragraphs alone shall not take away any rights enjoyed or reduce any obligation owned independently of this warranty.

IMPORTANT: Maintenance Recommendations as published below are the responsibility of the Owner/Occupier concerned. Failure to comply with these could invalidate the warranty.

10. Maintenance Recommendations for Insulating Glass Sealed Double Glazing Units supplied by Pinefield Glass Ltd

To obtain maximum life expectancy for sealed units, it is essential that water is prevented from leaking round the glazing putty gasket into the frame and lodging there. Glazing and maintenance recommendations must therefore be carried out in accordance with the unit maker's instructions. The schedules of maintenance detailed below refer to commonly used and accepted glazing systems as approved by the Glass & Glazing Federation for houses and low rise buildings. Where other systems have been used, the unit maker should be consulted for advice on maintenance recommendations. Glazing should be inspected at least annually and treated as necessary.

MAINTENANCE IS THE RESPONSIBILITY OF THE OWNER/OCCUPIER AND FAILURE TO COMPLY COULD INVALIDATE THE WARRANTY.

10.1 Standard units fitted into frames without beads, using non-setting glazing compound for back-bed and metal casement putty for front pointing.

Where putty is sound, lightly sandpaper (avoiding damage to glass) then dust off and apply one coat of undercoat and at least one coat of gloss paint.

Where there are surface cracks, lightly sandpaper and fill with metal casement putty. Cut any loose or deeply cracked putty and repair with metal casement putty. When dry, undercoat and paint. The paint should overlap into the glass but not more than (3mm). Putty pointing should always slope away from the glass to prevent water lodgement.

10.2 Standard units fitted into frames with beads, using non-setting glazing compound:

Where there are surface cracks or loss of adhesion, rake out the faulty compound and replace with non-setting compound, preferably the same as originally used. The pointing between bead and glass should always slope away from glass to avoid water lodgement. Badly warped or damaged beads should be replaced.

10.3 Standard units fitted into frames with beads, using gaskets or mastic load bearing strips:

This system is usually used for glazing into aluminium windows and door frames. Check annually for obvious deterioration and ensure that all drainage holes are free from obstruction.

10.4 Stepped units fitted into timber frames with putty fronting:

Where putty is sound, lightly sandpaper, avoid damage to metal foil and glass. Dust off and apply one coat of undercoat and at least one coat of gloss paint. Where there are surface cracks, lightly sandpaper and fill with putty; cut out any loose or deeply cracked putty and repair with putty. When dry, undercoat and paint as before. Where beads have been used inside and/or outside, rake out any faulty putty and repoint between beads and glass; then re-paint. Putty pointing should slope away from glass to prevent water lodgement.

IF A SERIOUS FAULT DEVELOPS, INFORM YOUR SUPPLIER AT ONCE.

11. Warranties – PVCu Frame Manufacturers Warranty for PVCu Frames Manufactured by Pinefield Glass Ltd

11.1 We undertake to repair and/or replace (whichever is deemed by us to be most appropriate) any goods supplied by us as part of the Services if the product or part of the product develops a defect due to defective materials or defective construction within 10 years of the services being provided. This guarantee is given subject to the following conditions:

- 11.1.1 Is valid to the person named on the order;
- 11.1.2 Us receiving payment in full of the contract price as amended and agreed from time to time;
- 11.1.3 You providing us with written notice of any claim under this guarantee in accordance with the Terms, within the period of the guarantee and within 28 days of the alleged fault arising;
- 11.1.4 You providing us with our invoice number which is also your guarantee number.
- 11.1.5 The product being correctly installed and you or a third party having interfered with the product or any part of it without our prior written consent;
- 11.1.6 The product not having been damaged as a result of accident or negligence by you or a third party or any causes out with our control; and
- 11.1.7 You affording us and/or our representatives reasonable opportunity to examine the product on site.

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- 11.2 The guarantee shall not extend to the following:
- 11.2.1 Where, due to new building regulation regarding the manufacture of glass resulting in all glass having to be coated, any blemishes or marks in the glass which can not be seen from a distance of 3 metres, while looking through and not at the glass, shall be deemed acceptable and will not be replaced.
 - 11.2.2 No guarantee or warranty is given by the company concerning the incidence, prevention or elimination of condensation other than between the panels of glass which comprise hermetically sealed units, nor have its agents authority to make such representations of warranties. In normal conditions the incidence of condensation to where adequate ventilation exists and where there is no excessive humidity.
 - 11.2.3 All gearing, hardware, timber products and PVCu door panels are only covered by the manufacturer guarantee and we have no liability out with these conditions.
 - 11.2.4 Any external leaded or gold leaf products will not be guaranteed against discolouration.
 - 11.2.5 Where the faults are as a result of the lack of maintenance since installation.
- 11.3 Should the guarantee be required to be transferred to a different named person, this would be subject to a site inspection by us to ensure the products have been installed/maintained appropriately. This service is chargeable with costs available on request.

Note: We reserve the right to withdraw the full guarantee should the product or any part of the product or any part of the services be altered in any way by you or a third party without our written permission.

12. **Limitations of Damage**

- 12.1 The Seller shall have no liability in contract, delict, under statute or otherwise for any indirect or consequential losses or damage suffered by the Buyer, however caused including but not limited to loss of profits, opportunity, goodwill, reputation, business receipts or contracts or losses or expenses resulting from third party claims.
- 12.2 Subject to the provisions of condition 16.1 when in these Conditions, the Seller excludes or restricts liability in respect of any loss, damage, expense and injury the Seller does not intend thereby to exclude or restrict liability for death or personal injury resulting from its own negligence or that of its directors, employees or agents. Where the Seller excludes or restricts its liability in respect of any loss, damage, expense or injury other than that arising as a result of death or personal injury if and so far as the Seller shall be proved to have been negligent or in breach of contract then:
- 12.2.1 The Seller shall be given the opportunity to inspect and remedy any alleged defects or damage
 - 12.2.2 Subject to Clause 11.4 the Seller shall if, and only if, such opportunity has been given be liable to pay compensation to the Buyer in respect of such loss (if any) as the Buyer may prove to have been incurred by the Buyer as a direct result of such negligence or breach of contract.
- 12.3 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
- 12.4 Subject to Clause 8, the Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the price of the Goods, which give rise to such liability in respect of any occurrence or series of occurrences.
- 12.5 The Buyer accepts and acknowledges that any legal proceedings arising from, or in connection with, the Goods or the Seller's performance of the Contract must be commenced within 2 years from the date when the Buyer became aware of, or ought to reasonably have become aware of, the facts which give rise to the Seller's alleged liability and, in any event, not later than 4 years after any alleged breach of contract, or act of negligence, or commission of any other delict.

13. **Insurance**

The price of the Goods are determined on the basis of the limits of liability set out in these Conditions. The Buyer may prior to the Contract coming into being by notice in Writing to the Seller require the Seller to agree a higher limit of liability (provided insurance cover can be obtained thereof) in return for a higher price for the Goods.

14. **Indemnity - Third Party Liability**

The Contract and these conditions shall not create or give rise to, nor shall they be entitled to create or give rise to, any *ius quasitum tertio* or other third party rights. No third party shall have any right to enforce or rely on any provision of the Contract or these conditions which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights shall be excluded. Notwithstanding the foregoing, the Buyer agrees to indemnify and keep indemnified the Seller against any damages, losses, costs, claims or expenses incurred by the Seller in respect of any liability of the Seller to any third party arising out of or in connection with any of the Goods supplied by the Seller or their operation or use and whether arising by reason of the negligence of the Seller or otherwise.

15. **Force Majeure**

- 15.1 The Seller shall have no liability in respect of any failure or delay in fulfilling any of the Seller's obligations to the extent that performance has been prevented, frustrated, impeded and/or delayed or rendered uneconomic as a consequence of any circumstance or event beyond the Seller's reasonable control including but not limited to the following :

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- 15.1.1 compliance with any order, regulation, request or control of any national or local authority, government department or other competent authority of any country whether or not legally enforceable; or
- 15.1.2 any delays in or cancellations of deliveries or provisions of services by third parties or shortages of the Goods, materials or parts of raw materials thereof, or
- 15.1.3 any strikes, lock-outs or trade disputes whether involving Seller's employees or others, fire, explosion, accident, break-down of plant or machinery, calamity or civil disturbance, action of elements, national calamity, war, riot, or Act of God; or
- 15.1.4 failure in whole or in part of any power or energy supply.
- 15.2 The Seller undertakes however to make every reasonable endeavour within its power to overcome difficulties arising in connection therewith but in the event of shortages of the Goods or of available resources for their production, storage or delivery arising from any of the events or circumstances referred to in Clause 14.1 the Seller reserves the right to allocate as it may think fit the Goods available and resources between customers with whom it has contractual obligations in respect thereof and shall not be obliged to purchase the Goods from third parties to make good such shortages.
- 15.3 In the event of any deliveries by the Seller being delayed on account of any of the foregoing any agreed period for delivery shall be correspondingly extended provided that if deliveries are delayed for six months or such other period as is reasonable in the circumstances taking into account the cause of delay but in any event not more than 9 months the Seller may at its option exercisable by notice in Writing to the Buyer, either terminate the Contract or elect not to deliver any undelivered Goods without liability in either case.
16. **Insolvency of the Buyer**
- 16.1 In addition to any other rights of the Seller to terminate the Contract (including but not limited to those contained in Clause 5 hereof) the Seller shall be entitled forthwith to terminate the Contract by notice in writing to the Buyer in the event that :
- 16.1.1 the Buyer makes any voluntary arrangement with its Creditors or becomes subject to an administration order or (being an individual or firm) become bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 16.1.2 an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Buyer, or
- 16.1.3 the Buyer ceases or threatens to cease to carry on business, or
- 16.1.4 the Seller reasonably apprehends that any of the events mentioned above may occur in relation to the Buyer and notifies the Buyer accordingly.
- 16.2 If this Clause shall apply then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
17. **Export Terms**
- 17.1 Without prejudice to any of the other provisions of the Conditions, in respect of any Contract for the sale of Goods whereby the Buyer's place of business is situated outside of the United Kingdom (the Channel Islands and the Isle of Man being treated for this purpose as outside the United Kingdom)
- 17.1.1 Clauses 9, 11 and 13 hereof shall not apply and no warranty or representation is given by the Seller on the sale of any Goods and all conditions and warranties (including any conditions as to the quality or fitness for any particular purpose) whether express or implied by statute, common law or otherwise are excluded and the Seller shall not be under any liability whether in contract, delict or otherwise in respect of defects in the Goods or failure to correspond to specification or sample, and
- 17.1.2 The Buyer must ensure that the Goods are inspected by the Buyer or his appointed agent at the Seller's premises before the Goods are dispatched for delivery to the Buyer; and
- 17.1.3 Payment shall be made in Sterling at the office of the Seller or the Seller's duly appointed agent (as appropriate) or alternatively (at the option of the Seller) by divisible irrevocable Sterling letter of credit confirmed by a Bank appointed by the Seller, and
- 17.1.4 The Buyer shall be solely responsible for ensuring that the Goods comply fully with any applicable local legislation.
18. **General**
- 18.1 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 18.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 18.3 In these Conditions where the context so requires words and references to persons in the singular shall include the plural and vice versa. References to the person in the masculine shall include the feminine and if more than one person, body, firm or company is comprised within the expression "the Buyer" all agreements thereto or thereby given and appointments made hereby shall be enforceable by or against them as the case may be jointly and severally and be deemed to take effect accordingly.

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- 18.4 The rights of the Seller shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyer and no waiver of any breach shall operate as a waiver of any subsequent breach.
- 18.5 If any of these Conditions of Sale or any part thereof is held to be invalid for any purpose it shall for that purpose be deemed to have been omitted but shall not prejudice the effectiveness of the remainder of these Conditions.
- 18.6 Any notice hereunder shall be deemed to have been given if delivered by hand or sent by pre-paid first class post or email or facsimile (confirmed by telephone and followed by notice by post) to the party concerned at its last known address, and deemed to have been received on the date of despatch, if delivered by hand or sent by email or facsimile, and on the third day of posting, if sent by post.
- 18.7 The contract and these Conditions shall be governed by, and interpreted in accordance with, the Law of Scotland. The Buyer agrees that the Scottish Courts shall have exclusive jurisdiction to determine any disputes (including claims for set-off and counterclaims) which may arise in connection with the validity, effect, interpretation or performance of the legal relationship established by this contract or otherwise arising in accordance with this contract. The Buyer submits irrevocably to the jurisdiction of the Scottish Courts.
- 19. Additional Condition which shall apply where glazing and/or other work is executed on site**
- 19.1 The installation/other work shall be performed by the Seller during normal working hours.
- 19.2 The Seller shall exercise reasonable care and skill in installing the Goods and carrying out any glazing or other work under this Contract but shall be under no liability, unless incorporated into this Contract:
- 19.3 to make good any brickwork, plasterwork, pebble-dashing, rendering or any other similar material, painting, decoration woodwork or furniture or
- 19.4 for any consequential loss or damage howsoever caused in the event that the Seller or its employees fail to exercise such reasonable care and skill.
- 19.5 In the event that the Seller has accepted an order for glazing/fixing products supplied by third parties, the Seller shall accept responsibility for the glazing/fixing only and gives no warranty and excludes for its part all implied warranties in respect of the products themselves.
- 19.6 In the case of supply only orders, the Buyer shall be responsible for providing exact measurements. The specification provided by the Buyer must state whether the measurements provided are "tight" or are manufacturing sizes.
- 19.7 In the event that the contract is to be executed in accordance with a phased programme of work such programme is to be agreed with the Seller and shall be subject to confirmation once working sizes have been agreed. Any alteration from such phased programme shall only be made by mutual agreement. Delays caused by other trades or by damage caused by any third party who is not an employee or agent of the Seller shall entitle the Seller to an extension of the time allowed within the programme for the contract to be completed.
- 19.8 Access and approach roads, suitable for the Company's vehicles and employees, will be available to allow access to the site. A suitable area for storage of materials and/or the erection of any necessary huts shall be made available by the Buyer within close proximity of the site where the contract is to be performed.
- 19.9 Unless specifically stated in the Second Schedule, prices do not include the cost of making templates for shaped or bent plates. All glass must be glazed in accordance with the safety section of BS6262 and its amendments.
- 19.10 Where glass is secured other than by fore/putty all beads, fixing screws etc, shall be provided to the Seller free of charge by the Buyer and have not been included in the Seller's price quotation.
- 19.11 If areas of framework and/or glass are omitted to allow access by other trades or for the purpose of scaffolding and such work is required to be carried out at a later date, an extension to the time for the contract shall be granted and the Seller shall be entitled to make an additional charge.
- 19.12 If the work of preceding trades is found to be outwith the agreed tolerances as indicated in the Second Schedule as such may have been amended, the preceding work shall be corrected to within the limits of the agreed tolerances and any delay shall entitle the Seller to an extension of time and additional charges may be made by the Seller according to circumstances.
- 19.13 The Buyer shall supply, erect, adjust and dismantle at no extra cost to the Seller, all and any scaffolding required to comply with statutory requirements and with any variations that the Seller shall reasonably request. The Buyer shall also provide suitable lifting gear as the Seller may deem necessary. The scaffolding referred to in the foregoing is rigid scaffolding and in the event that any other form of scaffolding is provided the Seller reserves the right to amend its prices and/or make additional charges. Where necessary the Seller's materials shall, without any consequent cost or risk to the Seller be hoisted to the appropriate level and stacked not more than ten metres from the position in which they are to be incorporated in the work.
- 19.14 The Buyer shall provide free of charge, on site, any equipment and facilities required to enable the Seller to meet its obligations under Building Regulations, the Health and Safety at Work, etc Act 1974 and associated Regulations and any other statutory obligations in respect of health and safety.
- 19.15 There will be provided for the Seller at no extra cost to the Seller 110volt/240 volt power units where applicable which the Seller may request, not more than ten metres from the working area. Such supply will be in full accordance with any relevant statutory regulations.
- 19.16 No provision has been made in the price quoted in respect of any item of builder's work including, without prejudice to the generality of that term, cutting or chases, marking out and drilling of holes, making good, setting and lining rawl bolts and where shown on relevant technical drawings, the provisions of continuous timber grounds to set to line and level for seating sill and/or jamb members. Any such work shall be executed by the appropriate trades in such manner and time as shall not disrupt the regular carrying out of the Seller's contract.

20. General Data Protection Regulations

20.1 Pinefield Glass Ltd is committed to protecting the privacy and security of your personal information. Our Customer Privacy policy aims to give you information about how we collect and process your personal data and applies to anyone who buys any of our products, uses any of our services and uses our website. A copy of the policy is available on request from our Data Protection Team.

I accept the foregoing terms and conditions.

Signature _____

Name _____

Company _____

Address _____

Witness _____

Name _____

Company _____

Address _____
