

J. PREEDY & SONS LIMITED - TERMS & CONDITIONS OF SALE (PRE-FIT DIVISION)

Rev. 1st December 2010

Company Registration Number: 00372371

Registered Office: Lamb Works, North Road, London, N7 9DP

- 1. General** – The following terms and conditions of sale apply to all quotations, estimates contracts and sales made between J. Preedy & Sons Limited (The Seller) and any customer or purchaser (The Buyer) for goods or services supplied or provided by the Seller. Subject to the provisions of the Unfair Contract Terms Act 1997 all prices for goods or services are quoted on the basis that contracts entered into will be based on these conditions. Any variation to these conditions must be negotiated by the Buyer prior to the placing of any order. Any terms and conditions of purchase on orders from Buyers will be of no legal effect insofar as they conflict with the Seller's terms and conditions of sale. Each and every contract is personal to the Buyer and the Buyer may not transfer all or any of its rights or obligations under any contract without the prior written consent of the Seller. The Seller reserves the right to amend, change or modify these conditions without prior notice to the Buyer. The headings in these terms and conditions are for convenience only and shall not affect their interpretation or enforceability. The Sellers are not and do not hold themselves out to be qualified designers. Any advice or Quotation provided by the Seller is given on the assumption that the product specification is to be checked for suitability by an expert third party at the Buyers own cost.
- 2. Establishment of Contract** – Any Quotation given by the Seller is only an invitation to the Buyer to make an offer, and no order shall become binding on the Seller until it has been accepted by the Seller in writing. A Quotation shall remain valid for a period of 90 days, after such time the Buyer's acceptance of the Quotation shall be at the Sellers discretion. The Sellers will accept orders via post, fax and email at the contact details set out in the Quotation.

"Quotation" shall be defined as the formal quotation calculated by the Seller's Pre-fit Division, registered on the Seller's system, and sent to the Buyer for their consideration.
- 3. Prices** – Unless otherwise agreed in writing on the acceptance of an order, any price quoted by the Seller or stated on a Buyer's order will be invoiced at the price ruling at the date of delivery of goods or provision of service. Any delivery of goods or provision of service will be subject to a minimum charge of £10 not including VAT. All prices quoted or charged are exclusive of Value Added Tax, which will be added at the rate applicable at the date of invoice or tax point.
- 4. Delivery and Carriage** – Any indication by the Seller on a Quotation or otherwise of a time for delivery is not guaranteed and no liability will be accepted by the Seller for late delivery. Unless otherwise stated on a quotation or acceptance of order, carriage will be charged in addition to prices quoted or charged. Insurance during carriage shall be effected as agreed between Buyer and Seller but in the absence of any agreement insurance shall be the responsibility of the Buyer. Delivery costs are calculated by reference to weight, size and distance. Details of carriage charges are attached to these terms and conditions.
- 5. Returns, Complaints and Queries** – All queries on invoices must be communicated to the Seller within 21 days of the date of the invoice. In the event of goods being subject to damage or shortage the Buyer shall give written notice to the Seller within 3 days of the receipt of the delivery advice from either the Seller or the Carrier. Goods can only be returned within 28 days from date of invoice. All goods returned are subject to a restocking charge and must be in the original packing. Brass goods are in a polished finish and if packings are opened, goods cannot be returned or credited. The Seller will not accept the return by the Buyer of any goods which are considered by the Seller to be Special Orders, save where those goods provided by the Seller are defective or unsuitable for the purpose for which they were held out to be suitable. Special Orders shall be deemed to include any items, which are not kept in stock by the Seller in the ordinary course of business, or any items which are standard stock items but that have been adapted for the needs of the Buyer. Complaints or Queries should be made in writing and addressed to the Sales Director, J Preedy and Sons Limited (Pre-Fit Division), Lamb Works, North Road, London N7 9DP.
- 6. Credit Accounts** – All orders from Buyers who do not hold an approved credit account with the Seller are required to provide payment in full to accompany orders in advance of delivery of goods or provision of services and payment must include all packing and delivery costs.
- 7. Alteration of Specifications and Products** – The Seller reserves the right to change specifications or withdraw or add products and services from catalogues and price lists without notification to Buyers unless otherwise agreed in writing on acceptance of order. In the event that the Sellers do not have the required product ordered by the Buyers, the Sellers will offer the Buyer an alternative replacement only where it is suitable for the specified application. The Buyer shall have the right to refuse any such offer in writing.
- 8. Payment** – Unless otherwise agreed in writing prior to the placement of any order by the Buyer payment for goods or services supplied shall be made in full not later than the end of the month following the month of invoicing. Payment according to terms is of the essence of the contract and in the event of non-payment by the Buyer according to terms the Seller reserves the right to withhold further deliveries of goods or performance of services until payment of all monies due to the Seller have been received. The Seller further reserves the right to charge to the Buyer interest on all overdue accounts at the rate of 3% over Barclays Bank plc base rate. The Seller accepts payment by Debit Card, Visa, Mastercard, BACS/CHAPS, Cheque or Credit Account.
- 9. Title** – Property in the goods shall not pass to the Buyer until both the purchase price of the goods has been paid in full and payment is made to the Seller of any sum which is at the date of the contract or may thereafter become due from the Buyer to the Seller. Until property in the goods has passed to the Buyer the Buyer will hold the goods or their proceeds of resale in a fiduciary capacity. Although the ownership of the goods remains with the Seller until goods are paid for in full, the Buyer will accept the risk in the goods and will insure them. The Buyer will keep the goods separately identifiable and grants an irrevocable licence to the Seller to enter on to the Buyer's premises or other site where the goods are stored with agents and vehicles if appropriate to recover the Seller's property. This clause shall be enforceable, whether or not the goods have been installed by either the Seller, or a third party, for the Buyer or any third party nominated by the Buyer. The Seller shall not be held accountable for any damage caused to the Buyer's or any nominated third party's property through the enforcement of this clause.
- 10. Force Majeure** – In the event of the Seller being unable to perform all or any part of the contract due to force majeure, the Seller shall be excused performance subject to the Seller undertaking to take all action to mitigate or remove the reasons for non-performance and to resume performance of the contract as soon as such reasons are removed. Force majeure includes Acts of God, strikes, lockouts industrial action, fire, accident, earthquakes, storms, floods. Explosions, war or any other circumstance beyond the reasonable control of the Seller.
- 11. Defective Goods** – Within six months of the date of purchase the Seller will replace free of charge any goods which are defective subject to the Buyer notifying the Seller in writing within 3 days of discovering the defect and subject to the goods not having been improperly installed, subjected to misuse or any form of unauthorised repair by the Buyer or an independent third party. The Seller shall not be liable for consequential costs incurred by the Buyer as a result of any defective goods. The Seller's liability in respect of defective goods is strictly limited to replacement of the goods or reimbursement of the original value of the goods subject to the aforementioned conditions. Nothing in these conditions will exclude the Seller's liability in respect of death or personal injury resulting from the negligence of the Seller or its employees or agents. Unless otherwise stated, the Seller guarantees the product for one year from the date of delivery by the Seller to the Buyer.
- 12. Right to Sub Contract** – The Seller reserves the right to Sub Contract any part or all of the contract.
- 13. Termination** – The Seller reserves the right to terminate the contract in the event of the Buyer failing to pay sums due to the Seller or if the Buyer breaches any terms of the contract or if the Buyer suffers distress or execution, commits an act of bankruptcy or is unable to pay it's debts within the meaning of Section 123 of the Insolvency Act 1986.
- 14. Law** – These conditions and any contract between the Seller and the Buyer shall be governed by the laws of England and the Buyer agrees to submit to the exclusive jurisdiction of the English Courts.
- 15. Distance Selling Regulations**

Any Quotation provided by the Seller in respect of Goods or Services available through the Sellers website via the Shopping Cart facility shall be valid for a period of 90 days. Any order placed after the 90-day period shall be accepted at the Seller's discretion.

In accordance with the Consumer Protection (Distance Selling) Regulations 2000 the Seller guarantees delivery within 30 days after the date of the order being placed by the Buyer. If for any reason the Seller is unable to meet this deadline, the Buyer will be notified of the same and has the right to terminate the order without charge.

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Where the Distance Selling Regulations apply, the Buyer shall retain the right to cancel, in writing, the goods either at any time prior to the delivery of the goods, or for a period of 7 days, starting on the day after delivery. Where the Buyer has cancelled the goods in accordance with this clause, they Buyer must return the goods to the Seller within a reasonable time after notifying the Seller that they wish to cancel the goods. The cost of returning any goods cancelled within the cancellation period shall be borne by the Buyers, save for circumstances where the goods being returned are defective, or are not suitable for the purpose for which they were held out to be by the Seller. The Buyer remains under a statutory duty to take reasonable care and retain possession of the goods throughout the cancellation period. The Seller retains the statutory right to claim against the Buyer for any breach of the statutory duty of care, including for damage caused during transit.

The right to cancel under the Distance Selling Regulations does not extend to Special Orders, in which case Clauses 16 and 5 shall apply. Where a Buyer cancels in accordance with the Distance Selling Regulations, the Seller shall refund the Buyer, within 30 days of the Cancellation, for the total sum of any deposit, payment and/or delivery costs made by the Buyer.

16. **Cancellation** – Where the Distance Selling Regulations do not apply, the Buyer may cancel their order at any time prior to delivery of the goods by the Seller. In the event of a cancellation by the Buyer, the Seller reserves the right to invoice the Buyer for any work carried out up to the date of Cancellation.
17. **Amendments to Order** – The Seller will endeavour to put into action any instruction received in writing from the Buyer to amend an order. The Seller reserves the right to refuse to amend an order where they do not feel it is practicable. The Seller reserves the right to make additional charges where it is necessary in order to action an amendment instruction received from the Buyer. The Seller will not be held accountable for any delay incurred as a result of the Seller carrying out the Buyer's instructions.
18. **Responsibility for Buyer's Property** – Whilst the Seller will take every care in handling, storing, transporting and processing or installation of Buyer's own glass or other property, such glass or other property belonging to Buyers is entirely at the Buyer's own risk. The Sellers will not be held liable for any damage caused in the installation of any product to the Buyer's property, fixtures or fittings, including but not limited to damages caused by drilling of walls, tiles, glass or other surfaces, removal of obsolete fixtures and fittings, damage to porous or other materials, damage caused by the use of silicone in sealing glass to porous or other materials. It is the Buyers responsibility to notify the Sellers of any special conditions or requirements of any surfaces, fixtures or fittings to which the products are to be attached or sealed. The Sellers will not accept liability for any damage caused as a result of the Buyer's omitting to inform the Sellers of any such requirements.
19. **Waiver** – No waiver by the Seller of any breach of these terms and conditions shall be considered as a waiver of any subsequent breach of the same or any other or these terms and conditions.
20. **Arbitration** – Any disputes arising from these conditions or any contract or variation entered into by the Seller with the Buyer which cannot be settled in the ordinary course of business shall be referred to a single arbitrator in accordance with the Arbitration Act 1996 or any modification thereof for the time being in force.
21. **Severability** - If it becomes necessary for a court to enforce these terms and conditions and any one or more of these conditions are found to be invalid or unenforceable, this will not affect the remaining terms and conditions herein.

Supplementary Conditions applicable to: -

Glazing & Fixing Jobs

22. **Site Facilities** – Quotations for work to be done on site are based on the understanding that provision on site will be made free of any charge to the Seller of all equipment and facilities to enable the Seller to fulfill the requirements of all current statutory Building, Health & Safety regulations and Factories Acts requirements if applicable. The necessary scaffolding and lifting gear and the operation thereof to be provided and erected free of any charge to the Seller and the usual services of General Contractors in receiving and unloading and storing materials are to be provided free of charge. Failure by the Buyer to provide such services and facilities will be the subject of additional charges.

23. **Templates** – Unless stated in quotations prices do not provide for making templates for glass shaped or bent whether supplied only, glazed or fixed.
24. **Site Conditions** – Unless stated in quotations prices do not include installation or glazing to be executed from boats, swings or ladders or for other special works such as the removal of fittings, alterations of frames etc, which may incur an additional cost to the Buyer at the Sellers discretion Due to the weight and fragility of glass, additional costs will be incurred where it is necessary to carry glass any undue distance due to lack of access road from our vehicle to the site where glazing is to take place. It is always assumed that byelaw permission will be given during normal working hours and that easy access is available.
25. **Painting and Cleaning** – Glazing work does not include the painting of frames, sashes, beads or the cleaning of the glass.
26. **Glass Roof Lights** – When replacing glass roof lights, the Seller does not accept any responsibility for damage or disturbance to the roof arising from reasonable use of equipment necessary for the execution of the work entrusted to us. The Seller guarantees glazing to be waterproof, but accepts no liability for water percolation from other causes incidental to the glazing work carried out by the Seller.
27. **Other Warranties** – All articles covered by warranty i.e. Factory sealed units, are subject to terms and conditions laid down by individual Manufacturers Warranty whether supplied only or glazed.
28. **Buyer Supplied Information** – Thickness, specification, sizes of glass and method of installation stated on documentation or other information supplied by the Buyer do not necessarily imply their adequacy for a specific purpose. Once the glass is installed, the Seller cannot accept any liability for damage or injury to property or persons or for any costs, expenses or losses incurred by the Buyer or their clients as a result of the inadequacy of the Goods for a specific purpose . Building designers are responsible for stating the maximum wind load pressure that the glass is expected to withstand, to enable the Seller to quote correct thickness, specification and sizes.
29. **Toughened Glass Doors** – In the event of the Seller quoting for the supply and fixing of toughened glass doors or assemblies, holes for the floor springs must be cut out ready to receive them by others. The Seller will not be held responsible for any delay or damage caused as a result of a failure by the Buyer to arrange the same or for any delay or damage resulting from any work carried out by third parties. If the transom bar is metal or sheathed metal the top pivots or overhead springs must be fixed into position by others prior to delivery. Openings must be plumb and square, any rebates, cut outs etc. in the floor, stiles, or head must be carried out by others.

Mirrors

30. **Templates** – Unless the Buyer supplies templates, mirrors to fit in recesses, against walls or butting against other materials will be cut point to point only allowing to rake where necessary.
31. **Antique Mirror Glass** – Antique or coloured mirrors are obtained by random application of many chemicals. Each piece is therefore unique and by its nature cannot guarantee to produce specific design or colours. Although every care is taken we regret we cannot accept any responsibility that matching will achieved and orders are accepted and executed only on this understanding.
32. **Re-silvering** – Re-silvering of Buyer's own mirrors is carried out at the Buyer's risk, and no guarantee can be given that re-silvering will be successful.