

TERMS AND CONDITIONS OF SALE

FORM OF CONTRACT – COMMERCIAL SUPPLY & FIX

1. **Offer and Acceptance:** Any estimate or tender submitted by Selectaglaze Ltd (the Company) will not constitute a binding offer. Errors or omissions must be brought to the Company's attention and rectified either prior to order placement or through a variation agreement.
2. **Form of Contract:** Any order placed by the Purchaser against the Company's estimate or tender will be subject to acceptance on these terms unless the terms and conditions of an alternative form of subcontract have been agreed and accepted in writing. If the Purchaser requires any work to be carried out prior to agreement of different terms, the Company's Terms and Conditions of Sale will apply until an agreement is made in writing.
3. **Product Specification:** The Company has a commitment to the continuous development of its products and reserves the right to incorporate changes unless specifically agreed otherwise at the time of estimate or tender.
4. **Variations:** Where there is a change in the scope or specification of the works, the Company will issue a priced Contract Variation Agreement together with a revised programme which must be agreed in writing by the Purchaser prior to commencement.
5. **Time for Completion:** No date or period for completion shall apply until expressly agreed in writing. The Company will make every endeavour to supply items in the specification by such date or dates and over such period or periods as are agreed with the Purchaser. However, if the preparation, performance or completion of the works is disrupted or delayed by any event, circumstance or cause which is beyond the Company's control, the period for completion shall be extended by at least the same period of time as the period of disruption or delay.
6. **Liabilities:**
 - (i) Where the Company carries out work on the basis of information provided by the Purchaser or any person for whom the Purchaser is responsible, the Company will not accept any responsibility or liability for errors or inaccuracies in this information.
 - (ii) The Company will not take responsibility for any preparatory works carried out by other trades to allow installation of its products. These must be fit for purpose. The Company will co-operate with other trades but will not take responsibility for coordination of their works.
 - (iii) Whilst the work is in progress, any suspected defect in the product or installation must be notified immediately to the Company by the Purchaser. The Company must be allowed reasonable time to investigate and take appropriate action. Contra-charges will not be accepted.
 - (iv) Force Majeure: The Company cannot accept responsibility for any event or circumstance outside its control which affects its obligations under the contract and which could not reasonably have been foreseen at the time of entering the contract.
7. **Loss and Expense:** If the regular progress of the work is materially affected by any act, omission or default of the Purchaser or any person for whom the Purchaser is responsible, any loss or expense, including those incurred for the processing and administration of the order, will be assessed and a separate charge raised. Charges for site labour will be based on the Company's current daywork rates and the assessed hours will include any associated travelling time.
8. **Payment:**
 - (i) **Non-Account Holders:** A deposit amounting to 25% of the full contract value (including VAT) must be paid before the order can be processed. The balance must be received and cleared before installation unless an alternative arrangement has been approved by the Company.
 - (ii) **Approved Account Holders:** For holders of an approved credit facility sufficient to cover the value required, invoices will be issued and all amounts must be paid within 30 days from the invoice date. The Company reserves the right to withdraw or vary the terms of the facility at any time to reflect changed circumstances.
 - (iii) **Agreed Form of Subcontract:** Where a recognised form of subcontract acceptable to the Company is agreed, payments become due as set out in the Housing Grants, Construction & Regeneration Act 1996 (HGCR 1996) as amended by the Local Democracy, Economic Development & Construction Act 2009.
 - (iv) The Company reserves the right at all times to require full cleared payment before release of the goods.

9. **VAT:** Estimates are provided exclusive of VAT and the relevant amount due in respect of the work will be added to the Company's claim. The financial responsibility for any changes in the rate of VAT rests with the Purchaser alone and if the supply qualifies for a non-standard rate, the Purchaser must provide written evidence that is acceptable to HMRC with the order.
10. **Suspension of Works:** If any payment is not received by the final date for payment, the Company will:
- (i) Be entitled to suspend further works immediately (or at the end of a 7 day notice period if the contract is covered by the LDEDCA 2009 Act) and withdraw account facilities.
 - (ii) Charge interest on the overdue amount at the rate of 8% above Barclays Bank Plc base rate on a daily basis
11. **Ownership of Goods:** All goods and materials supplied shall remain the property of the Company until payment for such goods has been received in full.
12. **Defects Liability**
- (i) Defects are covered by the Company Guarantee set out in clause 15.
 - (ii) When a recognised form of subcontract is proposed with a retention clause the Company will consider a figure up to 3% but will not accept any retention if the sum to be withheld at the point of practical completion of the subcontract works is less than £250 exclusive of VAT. For these contracts a Company Guarantee will cover the defects liability period.
- Retention release: In line with the Local Democracy, Economic Development & Construction Act 2009, the first moiety of any retention held must be released on practical completion of the subcontract and the second moiety at the end of the agreed defects liability period. Retention is to be held in trust for the benefit of the Company.
13. **Insurance:** The Company will hold £10M Employers Liability Insurances, £10M Public Liability Insurance, which includes design liability for an existing product supplied by the Company, and £5M Professional Indemnity. The Company does not carry All Risks insurance.
14. **Guarantee:** All products manufactured by the Company and their installation are covered by a Guarantee. The Guarantee comes into effect after the Company has received payment in full and will be valid for a period of 10 years from the date on which the product has been supplied with the exception of spring balances which carry a manufacturer's warranty of 5 years. The Guarantee does not cover goods supplied by the Purchaser or goods specifically ordered by the Purchaser for inclusion in the products which are not of the Company's manufacture. Any alleged defect must be notified to the Company in writing within 14 days of being known or when it should reasonably have been known, whichever is the earlier. The Company will rectify, without charge, defects which have arisen for reasons other than abuse, misuse or lack of proper maintenance but will not take responsibility for consequential loss.
- If the materials used in the original product are no longer available, the Company reserves the right to use materials of a similar type from the Company's current range as at the date of the acceptance by the Company of a claim under this clause, notwithstanding the fact that the materials may not match those used in the original product.
15. **Cancellation:** If the contract is cancelled, The Purchaser will be responsible for all loss and expense incurred by the Company including any costs for materials and production committed. In particular, if the order has been processed but not commenced, an administration charge of 2.5% of the contract value will be applied subject to a minimum of £125 (ex VAT). If a manufacturing survey has commenced but not processed into production, a charge of 5% of the contract value will apply subject to a minimum of £200 (ex VAT) plus travel time and costs.

These conditions shall be considered as a contract made in England and shall be governed in all respects by the Law of England and the parties to the contract agree to submit to the jurisdiction of the Courts of England.

Selectaglaze Ltd, Alban Park, Hatfield Road, St. Albans Herts AL4 0JJ
 Tel: 01727 837271 Fax: 01727 844053 www.selectaglaze.co.uk
 e-mail: enquiries@selectaglaze.co.uk

SEL /TC/ COMM
 (10/15)