
Terms and Conditions of Sale

1. INTERPRETATION

1.1. Definitions

In these Conditions the following words shall have the following meanings:

Company	PJB Glass Group Limited, (company number 05717094) with registered address at Eagle House, 28 Billing Road, Northampton, Northamptonshire, NN1 5AJ.
Company Premises	the Company's premises at Unit C/D Cronin Road, Weldon South Industrial Estate, Corby, Northamptonshire, NN18 8AQ.
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 2.2.
Contract	the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer	any person(s) or company who purchase Goods directly from the Company.
Goods	any glass materials and/or any associated materials supplied by the Company.
Insolvency Event	a party suffers an insolvency event if: (a) it makes any voluntary arrangement with its creditors or becomes bankrupt or enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction)); or (b) a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any material part of its property or assets; or (c) it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; or (d) anything analogous to any of the foregoing occurs under the law of any jurisdiction; or (e) it ceases to carry on business.

Order	the Customer's order for the Goods, made by: (i) returning a signed Quotation to the Company; or (ii) providing written confirmation to the Company referencing the Quotation number and a request to convert it into an Order: or (iii) as set out in a purchase order provided to the Company by the Customer, as the case may be.
Proof of Delivery "POD"	the Company's copy of the delivery note to verify that delivery has been made to the Customer in accordance with these Conditions.
Quotation	any quotation requested by the Customer from the Company as outlined in clause 3 below.
Specification	any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Company.

1.2. Interpretation

1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
2. A reference to a party includes its [personal representatives,] successors and permitted assigns.
3. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
4. Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
5. A reference to **writing** or **written** includes fax and email.

2. GENERAL

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2. The Company reserves the right to alter these Conditions at any time. The website www.PJBGlassGroup.co.uk will have the most up to date version of these Conditions and these will replace any previously agreed Conditions. The Company may update Customers from time to time regarding any new versions of these Conditions but it is the Customer's responsibility to make themselves aware of the Conditions.

3. QUOTATIONS

- 3.1. Any samples, drawings, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues,

brochures or other marketing materials are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

- 3.2. Quotations prepared by the Company are based on the interpretation of the details supplied by the Customer. It is the responsibility of the Customer to ensure that the Quotation is accurate and must be confirmed by them prior to an Order being placed.
- 3.3. The Company accepts no responsibility for Quotations that have not been accurately checked and confirmed by the Customer prior to being copied into an Order.
- 3.4. A Quotation for the Goods given by the Company shall not constitute an offer. All Quotations are valid for a 15-day period from the day they are sent to the Customer, no extension can be made, unless it has been previously agreed in writing by the Company.
- 3.5. All Quotations are subject to price increases and in the event a Quotation overlaps with an increase the Company adopts the right to pass this increase on.

4. ORDERS

- 4.1. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 4.2. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract between the Customer and Company shall come into existence.
- 4.3. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 4.4. All Orders are only accepted under these Conditions.
- 4.5. Any purchase orders raised by the Customer must have a unique Company order number assigned to them, as may be notified by the Company.
- 4.6. All Customers on Electronic Data Interchange or "EDI" have a responsibility to check their Orders before sending them to the Company, the Company will not be liable for any errors, changes or delays in the event EDI Orders are incorrect. Changes to EDI Orders must be made immediately once an Order has been submitted otherwise the Company cannot guarantee that any changes will be possible. Changes made to Orders which are already in production will become chargeable as a new Order and the Customer will remain liable for the costs of the original Order.

- 4.7. Once an Order is in production no changes can be made. The Customer will be liable for the cost of any amendments to the Order. If the Order is already in production and needs to be amended, it will be treated as a chargeable new Order.
- 4.8. No verbal Orders can be accepted.
- 4.9. Where trade Customers 'walk-in' they will need to complete an order form which will be provided by the Company in its standard form.
- 4.10. If the Customer has a specific request around the position/type of kite mark for tempered glass, this needs to be specified on the Order.

5. GOODS

- 5.1. The Goods are as described in the Order.
- 5.2. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This clause 5.2 shall survive termination of the Contract.
- 5.3. The Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.
- 5.4. The Customer may resell the Goods at its own risk and liability, the Company shall have no liability for resold Goods and provides no warranties or guarantees in relation to any resold Goods. At no point shall the Customer present itself to be an agent or distributor of the Company, or otherwise acting under the Company's authority or instructions in relation to any resale activities it undertakes. The Customer shall not, without the Company's prior written consent, allow any Company mark (which includes without limitation such registered or unregistered trademarks, logos or other markings of the Company as may be visible on the Products) or other instruction or warnings on the Goods to be obliterated or obscured when reselling the Goods.

6. DELIVERY AND TRANSPORT

- 6.1. Whilst the Company will make reasonable endeavours to deliver the Goods on the date agreed with the Customer, time is not of the essence and the Company shall in the event of any unforeseen circumstances be entitled to make later delivery. Any later delivery shall be accepted by the Customer and the Company in any event is not responsible for any loss whatsoever arising from the delay of the delivery. The Company will inform the Customer of any delays in delivery as soon as it is reasonably able.

- 6.2. The Company will deliver the Goods to the location specified on the Order (Delivery Location). Delivery of the Goods is completed at such time the Goods are offloaded by the Customer. It is the Customer's responsibility to ensure that there is sufficient manpower to offload all deliveries, either by handball (offloading by hand) or mechanical means. The Company is not responsible for offloading any deliveries and shall not be liable for any damage or loss to the Goods caused by the Company's driver providing any offloading assistance.
- 6.3. If the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered shall be notified to the Customer as soon practicable. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.4. Goods will be delivered on returnable glass stillages or such other appropriate packaging. Returnable glass stillages in which Goods have been delivered are the property of the Company. The Company has the right to charge the Customer unless the stillages are returned within one week, carriage paid, undamaged and in good condition.
- 6.5. If the Company has made a reasonable effort to make a delivery and the Customer refuses or is unable to accept delivery, the Company will attempt to re-deliver the Goods at a time that is convenient to the Company (subject to a re-delivery charge payable by the Customer). The Company shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses in relation to such storage. The Company shall have no liability whatsoever in relation to any damages or losses to the Goods whilst they are being stored due to the Customer's actions or omissions as set out in this clause 6.5.
- 6.6. If the Customer requires site delivery (e.g. to a site other than the Customer's premises), the Customer must complete the relevant form as specified by the Company from time to time. If approved by a director of the Company, there will be a site delivery charge which shall be notified to the Customer. It is the responsibility of the Customer to ensure the Company has all relevant details relating to any site delivery, including without limitation, off-loading, toll charges, vehicle restrictions and other information required. Any third party fines or charges incurred by the Company in connection with this clause 6.6 will be passed onto the Customer and the Customer shall reimburse the Company fully on demand of any such sums.
- 6.7. Subject to giving notice, the Company has the right to suspend delivery when payment is overdue for Goods previously supplied under any Contract with the Customer. In the event the Customer has not returned stillages in accordance with clause 6.3 or such other packaging materials notified to it as property of the Company and returnable, the Company reserves the right to suspend deliveries.
- 6.8. If the Customer has requested to collect the Goods from the Company Premises, or delays delivery of the Goods by written request to the Company (with such delay request to be made to the Company at least 3 business days prior to the scheduled delivery date), the Company will hold the Goods for one week fully covered. After

one week has passed, the Company shall not accept liability whatsoever for any damages or losses to the Goods. When collecting Goods from the Company Premises, the Customer shall comply with (and procure that any of its employees, agents or subcontractors collecting on its behalf comply with) all policies and guidelines applicable to such premises as notified by the Company, including without limitation, compliance with all health and safety requirements. The Customer shall reimburse the Company for any losses or damage it causes to any other goods or property of the Company whilst at the Company Premises due to non-compliance with this clause 6.8 or any acts of negligence of the Customer.

7. DEFECTS AND WARRANTY PERIOD

- 7.1. Where Goods are delivered damaged, then it is the responsibility of the Customer to:
 - 7.1.1. where Goods are manually offloaded by the Customer by hand, note this on the POD, ask the Company driver to witness and send an e-mail to the Company within 24 hours requesting a remake and specifying the damage or defect.
 - 7.1.2. where Goods are mechanically off loaded, enable the Company's driver to conduct a check and take photographs once the Goods are off loaded. The Customer then has 24 hours to both inspect the Goods and report any damage in writing to the Company, after this period any remake orders will be seen as a new Order and will be chargeable.
- 7.2. Any damaged or defective Goods notified to the Company in accordance with clause 7.1 shall be eligible for remake and redelivery once approved by the Company under clause 7.4.
- 7.3. Where Goods are to be collected by the Customer, the Customer shall check the Goods at the time of collection and immediately provide to the Company written notification of any defects or damage. The Goods shall then remain with the Company for inspection upon which the Company shall notify the Customer without undue delay in relation to any remake and redelivery or credit note. If the Goods are removed from the Company's premises prior to such notification being provided to the Company, the Customer shall then be liable for any remake and redelivery costs.
- 7.4. All remake requests are subject to inspection by the Company and must be returned by the Customer. Where the Company has delivered the Goods in question, it shall collect the Goods at a time that is suitable and shall arrange this with the Customer.
- 7.5. Where warranted, a credit on the Customer's account will be raised for a remake. All Goods will be inspected under the Glass & Glazing Federation (GGF) guidelines and as per the Company's remake and credit on return policy (copies of each can be made available to the Customer upon request).
- 7.6. If upon inspection the Company determines that the Goods are not considered to have been damaged, or any such damage is attributable to the Customer (or its employees, agents or subcontracts), the Company shall notify the Customer without undue delay. The Customer may then arrange the collection or re-delivery of the Goods and the Company reserves the right to invoice the Customer all delivery charges relating to its initial collection of the Goods (where applicable) and for any

re-delivery of the Goods. Any such re-delivery, or collection by the Customer, may be withheld until payment has been made by the Customer.

7.7. Warranty period.

- 7.7.1. No warranties are provided for the Goods other than in relation to the specific types of Goods as set out in this clause 7.7. Any Goods not described in this clause 7.7 shall not be covered by any warranty period and the Customer's sole remedy in relation to such Goods shall be the right to inspect and notify the Company of defects in accordance with clauses 7.1 and 7.3.
- 7.7.2. Standard sealed Goods have a warranty period of five years from the date of delivery or collection and this is for failure of the side seal or degeneration of coated glass. Marks or scratches are not covered.
- 7.7.3. Integral blind Goods have a warranty period of two years from the date of delivery or collection and this is for failure of the side seal or failure of the integral blind inside the Goods. This is under the condition that the blind has been installed and maintained as per the manufacturer's instructions (which are provided with the Goods or otherwise notified to the Customer).
- 7.7.4. Toughened Laminated glass Goods have a warranty period of five years from the date of delivery or collection.
- 7.7.5. Heritage sealed Goods are provided without any warranty. The Customer will be duly notified of this fact at the time of purchasing heritage sealed Goods. Therefore, the Company disclaims all liability for any issues that may arise after the completion of the installation process.
- 7.7.6. To make a warranty claim, the Customer must provide written notice to the Company without undue delay and provide such evidence of the issue the Company may request. The Company may, at its discretion, require its compliance officer to physically inspect the Goods in which case the Company shall notify the Customer and the Customer shall make such necessary arrangements as required to enable the compliance officer to conduct an inspection. The compliance officer's decision in relation to any warranty claim shall be final. If collection of the Goods is determined to be necessary by the Company, the Company shall notify the Customer and no charges shall be incurred by the Customer in relation to the collection.

7.8. Excluded from warranty.

- 7.8.1. Goods marked on the outside and not reported to the Company in accordance with clauses 7.1 or 7.3.
- 7.8.2. Goods used for purposes that they are not intended for and outside the Company's or manufacturer's instructions.
- 7.8.3. Any ancillary Goods, which include, without limitation, magnets, pull cords, solar panels, remote controls, guiderails for integral blind units.
- 7.8.4. The warranty period for any remake Goods that have been supplied to the Company in accordance with this clause 7, shall be such period that remains as per the warranty for the original Goods in accordance clause 7.7.

8. ACCOUNT TYPES, PAYMENT & PRICE

- 8.1. There are two types of accounts:
 - 8.1.1. Pro-forma account: The Customer pays 100% of the charges for the Goods (including any delivery charges as applicable) at the time of placing an Order. No Order will go into production without payment.
 - 8.1.2. Credit account: The Customer has a credit limit and timescale of when their account needs to be settled, as notified by the Company from time to time.
- 8.2. Credit account payment terms will be advised to the Customer in writing at the time their account is set up as well as on any Company pricelists.
- 8.3. All Goods supplied under a credit account will be invoiced within one working day of delivery and payment of such invoice shall be made by the Customer in accordance with the payment terms of its credit account. Where no such terms are specified, payment of the invoice must be made to the Company in cleared funds within 30 days from the end of the month of the invoice.
- 8.4. Any Customers who exceed their credit limit, or miss payments, will have their account placed 'on-hold' and no new or existing, Orders will be accepted, processed or delivered unless the Customer makes payment to bring its account within the agreed credit limit or until the full balance has been paid in the case of missed payment. The Company additionally reserves the right to withhold any remakes until the account has been settled in full.
- 8.5. The Company reserves the right to suspend a credit account and revert the Customer to a pro-forma account at any time. The Customer will be informed of this in writing from the Company.
- 8.6. The Company reserves the right to apply interest in any situation described in clause 8.4. The Customer will be charged interest on the unpaid amount of two per cent per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 8.7. The Company has the right to levy interest as per clause 8.6 on:
 - 8.7.1. all overdue accounts; and
 - 8.7.2. for all costs incurred in pursuing overdue accounts.
- 8.8. If the Customer pays an amount to the Company without apportionment between specific debts and liabilities, this will be apportioned, as the Company thinks fit.
- 8.9. Goods remain the property of the Company until paid in full. Title in the Goods shall only pass to the Customer at such time the Goods are paid in full and cleared monies.
- 8.10. The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of Goods to reflect any increase in the cost to the Customer which is due to any factor beyond the control of the Company or due to

the Customer. These factors include but are not limited to: any foreign exchange fluctuations currency regulation; alteration of duties; significant increase in the costs of labour; materials or other costs of manufacturing; any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by an instruction from the Customer or failure of the Customer to give the Company adequate information.

- 8.11. When an invoice is paid by the Customer, it serves as an acknowledgment of the agreed pricing between the Customer and the Company. By making the payment, the Customer acknowledges that the Goods have been received at the specified price and there is no dispute in relation to such price. The Customer shall not be entitled to make any retrospective price related complaints once the invoice has been paid.

9. RISK

- 9.1. The risk in the Goods shall pass to the Customer at the time of delivery, and more specifically, at such time that the Customer commences the offloading of the Goods at the Delivery Location. Where the Goods are collected by the Customer from the Company Premises, the risk shall pass to the Customer at such time the Customer (or its third party agent or subcontractor) begins to load the Goods (i.e. the first point at which the Goods have been touched by such persons or the Customer in preparation for loading).
- 9.2. Regardless of the risk being transferred to the Customer, the Company will retain ownership of the Goods in accordance with clause 8.9 above. The Customer will hold any delivered Goods as a bailee for the Company until ownership passes to the Customer in accordance with these Conditions. The Company shall be entitled to a general lien over all such Goods in respect of any sums due at any time whatsoever to the Company.
- 9.3. Until ownership of the Goods has passed to the Customer, the Customer shall ensure that Goods are kept safe and stored in such a manner that the Goods will not be damaged. The Company may, at its sole discretion, sell or agree to sell any of the Goods in the Customer's possession on such terms as the Company may consider appropriate.
- 9.4. Nothing in this clause 9 shall affect any other right or remedy of the Company or confer any right upon the Customer to return the Goods or to refuse or delay payment for the Goods.

10. SUBSTITUTED GOODS AND RIGHT TO ALTER/VARY/REMOVE PRODUCTS

- 10.1. The Company reserves the right to substitute Goods ordered by the Customer at any time provided that such substituted Goods are no less suitable than the original Goods in terms of function and purpose.

- 10.2. The Company may replace Goods under a warranty claim with the closest match if the original Goods are no longer available or deemed suitable for sale.
- 10.3. The Company accepts no responsibility for any replacement Goods supplied to the Customer where such Goods do not exactly match the Customer's original Order provided that any replacement goods have a similar or identical function that does not interfere with the purpose of the original Goods.
- 10.4. The Company reserves the right to:
 - 10.4.1. alter or vary its product ranges and available goods in either design or specification at any time without notice to the Customer; or
 - 10.4.2. withdraw from supply any product range or available goods at any time without notice; and
 - 10.4.3. where either of the above scenarios takes place after the Customer has placed an Order, the Company shall provide reasonable notice of the same and supply similar or alternative goods. If similar or alternative goods cannot be provided, the Company shall issue a credit note or refund (to be decided at the Company's discretion).

11. CANCELLATION

- 11.1. Other than the Customer's rights under clause 7, the Customer shall have no right to cancel any Order without the Company's prior written consent. Consent must be requested from the Company for a cancellation without undue delay and in any event prior to any Order being delivered. Where such consent is given, it shall be deemed to be on the express condition that the Customer shall indemnify the Company against all losses, damages, claims, expenses and actions arising out of such cancellation, including any wasted costs and third party costs incurred by the Company in processing or fulfilling the Order, unless otherwise agreed in writing.

12. CONSEQUENTIAL LOSS

- 12.1. The Company shall not in any event be liable to the Customer for any indirect or consequential loss; loss of profits; loss of revenue; loss of business or contracts; loss of sales; or loss of or damage to goodwill.
- 12.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 12.2.1. personal injury caused by negligence;
 - 12.2.2. fraud or fraudulent misrepresentation;
 - 12.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 12.3. Subject to clauses 12.1 and 12.2, the Company's maximum total liability to the Customer for any direct losses shall not exceed the total price of the Goods under the Order to which the relevant claim relates.
- 12.4. This clause 12 shall survive termination of the Contract.

13. TERMINATION

- 13.1. The Company shall have the option (without prejudice to any other rights or remedies it has) by notice in writing to the Customer to immediately rescind the Contract or to suspend delivery in the event of any of the following:
- 13.1.1. any sum owed by the Customer to the Company is overdue;
 - 13.1.2. the Customer is in breach of these Conditions;
 - 13.1.3. the Customer suffers an Insolvency Event;
 - 13.1.4. the Customer undergoes a change of control which for the purpose of these Conditions shall mean any change in the ownership, management or control of the Customer, directly or indirectly, including as a result of a merger, sale of assets stock options, reorganisation, takeover, buy-out or similar.
- 13.2. In the event of any of the above, or where the Company has reasonable grounds to believe any of the above may occur, the Company may (at its discretion and without prejudice to any other rights and remedies it has) by written notice to the Customer:
- 13.2.1. declare (whereupon it shall forthwith become) immediately due and payable any indebtedness of the Customer to the Company on any account whatsoever; and
 - 13.2.2. to the extent that it has not been already affected, set off any indebtedness of the Customer to the Company under any Contract; and / or
 - 13.2.3. immediately cease any further supply of Goods.

14. INTELLECTUAL PROPERTY

- 14.1. All intellectual property rights in the Goods shall remain with the Company, or its third party licensors, as applicable.
- 14.2. The Customer shall have no rights to any intellectual property rights in the Goods.

15. ASSIGNMENT

- 15.1. The Customer may not assign, charge, or otherwise dispose of any rights hereunder in whole or in part.

16. FORCE MAJEURE

- 16.1. The Company shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

17. PRIVACY

- 17.1. The Company are committed to protecting the privacy and personal data of our customers. We comply with the UK General Data Protection Regulation (UK GDPR) and other relevant data protection laws and regulations applicable in the United Kingdom. Any personal data we may obtain or process for the purposes of the Contract shall be in accordance with our privacy notice which can be attained at www.pjbglassgroup.co.uk

18. GENERAL

- 18.1. *Entire agreement.* The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 18.2. *Waiver.* A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 18.3. *Severance.* The invalidity or unenforceability of any term or of any right arising pursuant to the Contract shall not affect the validity or enforceability of the remaining terms or rights.
- 18.4. *Third party rights.* The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 18.5. *Governing law and jurisdiction.* The Contract shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute relating thereto.