



Terms and Conditions

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 DEFINITIONS:

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Conditions**" means these terms and conditions as amended from time to time in accordance with said terms and conditions.

"**Contract**" means the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"**Control**" means shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

"**Customer**" means the person or firm who purchases the Goods and/or Services from the Supplier.

"**End User**" means, where applicable, any person or persons to whom the Customer sells on the Goods and/or Services.

"**Goods**" means the goods (or any part of them) set out in the Order.

"**Goods Specification**" means any specification for the Goods, including any relevant plans or drawings, which is set out in the Order or otherwise agreed in writing by the Customer and the Supplier.

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and



service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" means the Customer's order for the supply of Goods and/or Services, as amended by the Order Acceptance where applicable. References in these Conditions to Order shall be to that Order as amended by the Order Acceptance (where applicable).

"Order Acceptance" means the Supplier's confirmation/clarification of the scope of Goods & Services to be supplied to the Customer in accordance with the Order.

"Services" means the services, supplied by the Supplier to the Customer as set out in the Service Specification.

"Service Specification" means the description or specification for the Services provided in writing by the Supplier to the Customer, which shall include installation of the Goods at the Customer's address.

"Supplier" means Tradeglaze (Lincoln) Limited registered in England and Wales with company number 03118035.

1.2 Interpretation:



- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.5 A reference to writing or written includes fax and email.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order, delivers any Goods or commences performance of any Services, at the earliest of which dates the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods



described in them. They shall not form part of the Contract or have any contractual force.

- 2.4 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 trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 60 days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

- 3.1 The Goods are described in the Goods Specification.
- 3.2 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 3.3 Except where the Goods are purchased on a "supply only" basis (as per the applicable Order), the Supplier shall contact the Customer within 2-3 weeks of the Order to arrange a Survey of the Delivery Location. The Supplier shall be entitled to amend the Goods Specification at its reasonable discretion to ensure that the Goods are suitable for the conditions and dimensions of the Delivery Location. It shall notify the Customer in writing of such changes (and any resultant changes to the price caused thereby).



4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the contract number and all relevant Customer and Supplier reference numbers, the type and quantity of the Goods, and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready. The Delivery Location may be the premises of the End User.

Occasionally, where specified in an Order Acceptance, Goods are collected by the Customer from the Supplier. In such cases, the Delivery Location shall be the premises of the Supplier.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location (or loading in the case of Goods being collected from the Supplier's premises).

4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Supplier fails to deliver the Goods on any agreed date, then the Customer shall set a further date for delivery (which must be reasonable in all the circumstances, failing which a reasonable date will be substituted). Should the Supplier fail to meet this revised date for delivery, its liability shall be limited to



the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.6 If the Customer fails to take delivery of the Goods (or, where applicable, procure that the End User takes delivery of the Goods) when delivered by the Supplier, then except where such failure or delay is caused by a Force Majeure Event:

4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the day scheduled for delivery; and, at the Supplier's absolute discretion either:

4.6.1.1 the Supplier shall leave the Goods at the Delivery Location, with the delivery driver signing any receipt or equivalent document (and the Supplier shall have no responsibility or liability for loss, damage or theft of the Goods where left visible and/or unsecured at the Delivery Location); or

4.6.1.2 The Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance) plus a 25% profit margin.

4.7 If the Supplier elects to comply with clause 4.6.1.2 above, and 10 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable



storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

- 4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS

- 5.1 The Supplier warrants that on delivery, and for the periods set out in Schedule 1 hereto (or 12 months in respect of parts of the Goods not expressly set out in Schedule 1) from the date of delivery ("**Warranty Period**"), the Goods shall:

5.1.1 conform in all material respects with the Goods Specification; and

5.1.2 Be free from material defects in design, material and workmanship.

("Warranty"). The Warranty Period shall be extended to the limited extent, and for the limited defects, specified in Schedule 1.

- 5.2 Subject to clause 5.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

5.2.1 the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery (and for the avoidance of doubt, where the defect would have been apparent on physical inspection of the Goods, such reasonable time shall be deemed to be 24 hours after delivery) that some or all of the Goods do not comply with the Warranty;

5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and



- 5.2.3 The Customer allows the Supplier access to its property (or, where applicable, procures access for the Supplier to the End User's property) to uninstall the Goods and return such Goods to the Supplier's place of business at the Supplier's cost.
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the Warranty if:
 - 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, use or maintenance of the Goods or (if there are none) good trade practice;
 - 5.3.3 such non-compliance is caused by the Customer or End User using a third party to install and/or commission the Goods;
 - 5.3.4 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - 5.3.5 the Customer or any third party alters or repairs (or attempts to alter or repair) such Goods without the written consent of the Supplier;
 - 5.3.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal conditions of use; or
 - 5.3.7 The Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the Warranty.



5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of:

6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

6.2.2 The Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4; and



6.3.5 Give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1 it does so as principal and not as the Supplier's agent; and

6.4.2 Title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4, then, without limiting any other right or remedy the Supplier may have:

6.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

6.5.2 the Supplier may at any time:

6.5.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

6.5.2.2 If the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

7.1 This clause 7 and clause 8 shall only apply where the Customer has contracted for Services to be performed in addition to the supply of the Goods. Where the



Goods are procured on a “supply only” basis in the Order, then clauses 7 and 8 shall not apply.

- 7.2 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.3 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification (if any), but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.4 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
 - 8.1.1 ensure that the terms of the Order and any information it or an End User provides in the Service Specification and the Goods Specification are complete and accurate;
 - 8.1.2 co-operate with the Supplier, and where applicable procure the compliance of the End User, in all matters relating to the Services;
 - 8.1.3 provide (and where applicable procure that the End User provides) the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's and/or End User's premises, office



accommodation and other facilities as reasonably required by the Supplier to provide the Services;

8.1.4 provide the Supplier with such information, utilities, services and materials as the Supplier may reasonably require in order to supply the Services, and ensure that any such information is complete and accurate in all material respects;

8.1.5 prepare the Customer's and/or End Users premises for the supply of the Services;

8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

8.1.7 comply with and procure compliance by the End User with all applicable laws, including health and safety laws;

8.1.8 keep all materials, equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Customer's and/or End User's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

8.1.9 Comply with any additional obligations as set out in the Service Specification.

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act, omission or failure by the Customer or an End User to perform any relevant obligation ("**Customer Default**"):



- 8.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- 8.2.3 The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

- 9.1 Whether the Order is exclusively for Goods, or for a combination of Goods and Services, a single price will be charged. In other words, no separate price will be stated or charged for the Services.
- 9.2 The price stated in the Order Acceptance is inclusive of the cost of transportation and any other costs specified therein.
- 9.3 Where the Customer has a current credit account with the Supplier (which, for the avoidance of doubt, the Supplier may revoke at any time), payment of the full Order price shall be due 30 days after delivery of the Goods.
- 9.4 Where the Customer does not have a credit account with the Supplier, they shall pay a deposit (as specified in the Order) on placing the Order, with the balance of the Order price being due on the date of delivery of the Goods.



- 9.5 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
- 9.5.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 9.5.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - 9.5.3 Any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time.



9.8 All amounts due from the Customer under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

10.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use any drawings, descriptions or similar for the purposes of use and/or maintenance of the Goods.

10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2 except to an End User or a purchaser of the premises in which the Goods are installed.

10.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

11. CONFIDENTIALITY

11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:



11.2.1 To its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

11.2.2 As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

12.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

12.1.5 Any other liability to the extent that such liability cannot lawfully be excluded or limited.



12.2 Subject to clause 12.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

12.2.1 loss of profits or revenue;

12.2.2 loss of sales or business;

12.2.3 loss of opportunity;

12.2.4 loss of agreements or contracts;

12.2.5 loss of anticipated savings;

12.2.6 loss of use or corruption of software, data or information;

12.2.7 loss of or damage to reputation and goodwill; and

12.2.8 any indirect or consequential loss,

In each case (except for clause 12.2.8) whether such loss is direct or indirect.

12.3 Subject to clause 12.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to 100% of the total charges paid by the Customer under the Contract.

12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.5 This clause 12 shall survive termination of the Contract.



13. TERMINATION

13.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

13.1.1 the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;

13.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.1.3 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

13.1.4 The Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

13.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or



13.2.2 There is a change of Control of the Customer.

13.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14. CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract:

14.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

14.1.2 The Customer shall return all of the Supplier Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.



14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

15. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

16. GENERAL

16.1 Assignment and other dealings

16.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

16.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

16.2 Notices.

16.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address provided by it for that purpose.

16.2.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at



the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

16.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.



16.6 Entire agreement.

16.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of 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.

16.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

16.7 Third parties 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.

16.8 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

16.9 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



Schedule 1

Product (or part thereof)	Guarantee Period	Characteristics warranted
UPVC Profile	10 years	Warping and/or discolouration
UPVC Panels	2 years	Warping and/or discolouration
Double Glazed Units	5 years	Unit break down and moisture between the panes of glass (not condensation on the inside or outside of the unit)
Door & Window Handles	1 year	Unit failure (not cosmetic damage)
Door & Window Lock Gearing	2 years	Failure due to faulty gearing
Shootbolts	1 year	Failure due to faulty gearing
Window & Door Hinges	2 years	Failure due to faulty products
Letter Plates & Boxes	1 year	Failure to operate due to faulty products (not including failure caused by forcing of the flap)
Polycarbonate Roofs	1 year	Failure of the product (other than as a result of impact damage or leaks caused by storm damage)
Door Knockers & Spy Holes	1 year	Failure of product