

Glazesafe Limited Standard Terms and Conditions

- 1. Definitions**
 - 1.1 "Company" means Glazesafe Limited, Company number: 5400823
 - 1.2 "Customer" means a person whose order is accepted by the Company, or who purchases the Products directly from the Company.
 - 1.3 "Products" means any products supplied by the company.
 - 1.4 "Conditions" means these terms and conditions of sale.
- 2. The Conditions**
 - 2.1 These Conditions shall apply to all contracts for the sale of the Products by the Company to the Customer to the exclusion of all other terms and conditions.
 - 2.2 Any variation to these Conditions shall be inapplicable unless otherwise agreed in writing by a director of the Company.
- 3. Orders**
 - 3.1 There is no contract between the Company and the Customer until such time as the Company accepts the Customer's order.
 - 3.2 The Customer shall be responsible to the Company for ensuring the accuracy of all quantities and communications provided to the Company.
 - 3.3 The Company reserves the right to limit the number of Products ordered, either by limiting the number of Products ordered in any one order, or by limiting the number of orders for any one customer.
- 4. The Products**
 - 4.1 The Company reserves the right to make any changes to the specification of the Products for the purpose of design modifications or, which are necessary to conform with any applicable statutory or EC requirements, which do not materially affect their quality or performance.
 - 4.2 The Products description in brochures and other forms of sales literature is not definitive and may change from time to time.
- 5. Price**
 - 5.1 The price of the Products shall be the Company's quoted price or otherwise, the price listed in the Company's published price list, current at the date of purchase, or acceptance of the order.
 - 5.2 All quotations by the Company shall remain valid and open for acceptance, subject to clause 3 for a period of 30 days from the date of quotation.
 - 5.3 The quoted price does not include VAT, delivery or insurance, which are all additional costs that the Customer is liable to pay
- 6. Payment**
 - 6.1 Payment shall be due at the time of order by credit card or on delivery by cash or cheque as the company may stipulate.
 - 6.2 For approved credit Customers a deposit shall be paid at the time of order and the balance shall be due within 30 days of the date of the invoice and time for payment shall be of the essence
 - 6.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
 - 6.3.1 cancel the contract or suspend any further deliveries to the Customer
 - 6.3.2 appropriate any payment made by the Customer to such of the Products (or the Products supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and
 - 6.3.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per cent per annum above Barclays Bank Plc's base rate from time to time in force from the date payment is due, until the date of payment.
- 7. Delivery**
 - 7.1 The Products shall, if agreed, be delivered to the Customer's address given on the Order Form or Invoice.
 - 7.2 The Customer shall make all arrangements necessary to take delivery of the Products whenever they are tendered for delivery.
 - 7.3 If the Customer fails to take delivery of the Products or fails to give the Company adequate delivery instructions the Company may invoice the Customer for the full amount of the Products (if outstanding) plus storage fees and interest.
 - 7.4 If the Company agrees to deliver the Goods otherwise than at the Seller's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.
 - 7.5 Delivery dates are estimates only and are not guaranteed.
 - 7.6 The Company will endeavour to meet the Customer's delivery requirements but time shall not be of the essence.
- 8. Risk**
 - 8.1 Risk of damage or loss shall pass to the Customer at the time of delivery.
 - 8.2 If the Customer fails to take delivery of the Products, risk shall pass to the Customer when the Company has tendered delivery of the Products.
- 9. Ownership**
 - 9.1 The Products remain the Company's property until the Company has received in cash or cleared funds payment of:-
 - 9.1.1 all sums due to the Company under the contract; and
 - 9.1.2 any other sums due from the Customer to the Company;
 - 9.1.3 During such time as the Products remain the Company's property in accordance with clause 9.1 the Customer shall:
 - 9.1.4 hold the Products as the Company's fiduciary agent and bailee
 - 9.1.5 keep the Products separately from other similar Products, the Customer's other Products and third parties Products, so that they remain identifiable as the Company's property;
 - 9.1.6 properly store, protect and insure the Products; and
 - 9.1.7 agree that the Company shall be entitled at any time to require the Customer to deliver up the Products to the Company and, if the Customer fails to do so forthwith, allow an authorised representative of the Company to enter, at a reasonable time the premises of the Company or any third party where the Products are stored, in order to repossess the Products.
 - 9.2 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of
- 10. Safety**
 - 10.1 The Customer shall be solely responsible for meeting all statutory and industry safety standards in using the Products.
 - 10.2 The Products are safe when used for their intended purpose provided that the Company's step-by-step safety instructions, issued to the Customer, are strictly adhered to.
- 11. Warranties**
 - 11.1 Subject to the conditions set out in clause 12 the Company warrants that the Products will generally correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 6 months from the date of delivery.
 - 11.2 The Customer shall inspect the Products on delivery and within five working days notify the Company of any failure to comply with the order or any alleged defects in the Products.
 - 11.3 Subject to 11.2 above the Company shall at its discretion repair, replace or refund the price of any Products or parts, where defects arise from faulty materials or workmanship but the Company shall have no further liability to the Customer.
 - 11.4 11.3 shall only apply if all the Products have been paid for and provided that the defective Products are promptly returned and carriage is paid for by the Customer.
- 12. Liability**
 - 12.1 The Company shall not be liable under the above Warranty (or any other warranty or guarantee) if the total price for the Products has not been paid by the due date for payment.
 - 12.1 The Company shall not be liable for any damage or loss caused by the Customer not strictly adhering to the step-by-step safety instructions provided
 - 12.2 Any advice or recommendation given by the Company or its employees or agents to the Buyer as to the storage, application or use of the Products which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
 - 12.2 The Company shall not be liable for any loss or damage whether direct, consequential, or otherwise caused by delay in delivery.
 - 12.3 The Company shall not be liable for any defect arising from the fair, wear and tear, wilful damage, negligence, abnormal working conditions, misuse, failure to follow the Company's instructions, alteration or repair of the Products without the Company's approval.
 - 12.4 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer for any representation (unless fraudulent), any implied warranty, condition or other term, any duty at common law, or any express terms under the contract, for any direct, special or consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price paid for the Products, except as expressly provided for in these conditions.
 - 12.5 The Company will not be liable to the Customer or deemed to be in breach of these conditions by reason of any delay in performing, or failure to perform, any of the Company's obligations if the delay or failure was caused by an act of God, war, riot, fire, strike, lockout, government control or regulation, abnormal weather conditions, accident, breakdown, shortage of materials or any other circumstances beyond the Company's reasonable control.
- 13. Arbitration**
 - 13.1 Any dispute under or arising out of this agreement shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Act 1996.
- 14. Assignment**
 - 14.1 The Company may license or sub-contract all or any part of its rights and obligations without the customers consent.
- 15. Notices**
 - 15.1 Any notices to be served upon the Company shall be sent to the following address: 55, Beulah Road, Walthamstow, London E17 9LG
- 16. General**
 - 16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
 - 16.2 No waiver by the Company of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provisions.
 - 16.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 17. Governing Law and Jurisdiction**
 - 17.1 These Conditions shall be subject to the Laws of England and Wales, and the Customer agrees to submit to the exclusive jurisdiction of the English courts.