

## **TERMS AND CONDITIONS OF SALE**

All orders accepted by Roofglaze Rooflights Ltd are subject to our following terms and conditions of sale which shall prevail over all conditions specified by the Buyer.

### **1. Definitions**

"Buyer" means the party placing the order.

"Contract" means these conditions together with our Order Acceptance.

"Conditions" means these terms and conditions of sale.

"Order Acceptance" means the Order Acceptance form provided to the Buyer by the Seller.

"Force Majeure Event" means an event that is outside of the Seller's control e.g. industrial action, acts of god, civil commotion, riots, flood, drought, fire and legislation.

"Drawings or downloads" means the drawings as produced by the Seller and provided to the Buyer before construction drawings are produced and manufacture starts.

"Goods" means the goods that are subject to the Contract, details of which are set out in the Order Acceptance form.

"Manufacture Completion" means once the Goods have passed final quality control checks and is signed off as ready for dispatch.

"Operating and Maintenance Manuals" means the operating and maintenance manuals provided to the Buyer by the Seller with the Goods.

"Order" means the order for the Goods as accepted by the Seller.

"Quote" means the quote for the Goods provided to the Buyer by the Seller.

"Seller" means Roofglaze Rooflights Ltd.

"Services" means the installation of the Goods at the address specified by the Buyer, as required by the Buyer.

"Warranty" means the document setting out the details of the warranty provided by the Seller in respect of the Goods sold under the Contract.

### **2. Limits of Contract**

- 2.1 The Buyer's Order is accepted on the basis that these conditions shall apply to the Contract between the Seller and the Buyer for the supply of the Goods detailed in the Order Acceptance to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **3. Entire Agreement**

*Clause 3.1 applies to business customers only.*

- 3.1. These Conditions and the documents referred to in it constitute the entire agreement between the Seller and the Buyer and supersede any previous agreement between the Seller and the Buyer. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract.
- 3.2. We may revise these Conditions from time to time to reflect any changes in relevant laws, regulatory requirements or in the Goods and Services.

#### **4. Order**

- 4.1. Seller will provide the quote to the Buyer for the Goods and / or Services as required by the Buyer, this does not constitute an offer to provide the Goods and / or Services (this is our "Quote").
- 4.2. When the Buyer signs and places an order to the Seller as per the details set out in the Quote, this does not mean the Seller has accepted the Buyer's order for Goods and / or Services. The Seller's acceptance of the order will take place as described in clause 4.3. If the Seller is unable to supply the Buyer with the Goods and / or Services, the Seller will inform the Buyer of this and the Buyer will not process the order.
- 4.3. These Terms will become binding on the Seller and the Buyer when the Seller issues an Order Acceptance, which will set out the details of the Goods and / or Services to be provided, at which point a binding contract will come into existence between the Seller and the Buyer (the "Order").
- 4.4. The Seller shall assign an order number to the Order and inform the Buyer of it on the Order Acceptance. The order number should be quoted by the Buyer in all subsequent correspondence with the Seller in relation to the Order.

#### **5. Buyers specification made-to-measure systems.**

- 5.1. Where the Contract provides that the Seller is to manufacture and supply the Goods in accordance with the Buyer's specifications, it shall be the sole responsibility of the Buyer to provide the Seller with sufficient, complete and accurate information and engineering drawings as are required to enable the Seller to perform the Contract.
- 5.2. The Seller cannot accept the return of made-to-measure Goods if the reason for the return is because the Buyer provided incorrect measurements.
- 5.3. The Seller shall not be liable for any defect in the Goods arising from the Seller following the Buyer's specifications or arising out of any failure of the Buyer to provide such information and/or drawings.
- 5.4. If the Seller designs the Goods for the Buyer, the Seller will own the copyright, design right and all other intellectual property rights in the Goods and any drafts, drawings or illustrations the Seller makes in connection with the Goods for the Buyer.

*Clause 5.5 applies to business customers only.*

- 5.5. The Buyer shall indemnify the Seller 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 reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the specification supplied by the Buyer. This clause 5.5 shall survive termination of the Contract.

*Clause 5.6 applies to consumers only.*

- 5.6 This clause 5 will not affect the Buyer's legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about the legal rights of consumers is available from a local Citizen's Advice Bureau or Trading Standards office.

## **6. Goods & Specifications**

- 6.1. The Seller's policy is one of continuous improvement. Therefore, it shall be entitled without notice (save where the Seller is working to the Buyer's specification set out in clause 5 above, in which case the Seller will consult with the Buyer), to make changes in dimensions, materials and design, which the Seller deems reasonable or desirable without affecting in any adversely material way the nature of the Goods. The Seller reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements. The Buyer shall have no cause of action in respect of any such change.
- 6.2. Notwithstanding any specifications the Buyer agrees with the Seller, the Goods are manufactured to the descriptions, weights and dimensions as set out in the Quote, Order Acceptance form and the General Assembly Drawings where these are provided. It shall be the sole responsibility of the Buyer to ensure that their structure is capable of withstanding all dead and live loads that may be imposed upon it by the Goods and that any deflections in the supporting structure are within the allowed limited for the Goods being supplied.
- 6.3. The Seller shall not be under any liability in respect of any descriptions, images, specification weights, illustrations, samples, drawings or dimensions or other matters in relation to the Goods contained in any materials including, but not limited to, any website, forwarding specifications, drawings, price lists, catalogues, brochures trade publications and advertising materials other than in the Contract itself. Whilst the Seller has made every effort to display the colours accurately, the Seller cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Any Goods supplied under the Contract may vary slightly from those images. Such images are for illustrative purposes only and they shall not form part of the Contract or have any contractual force.
- 6.4. The Seller reserves the right to make all and any changes in the type, specification, size, colour or any other changes to the Goods after the Order has been placed. However, the Buyer acknowledges that once the specifications have been received by the Seller and the manufacture of the Goods has started alterations to the Goods may require changes to materials and design at additional cost to the Buyer or the changes may be impossible.
- 6.5. All sizes for the Goods are quoted in metric measurements. Imperial sizes will be translated to the nearest metric equivalent.

6.6. The Goods will be designed and manufactured on the understanding that dimensions provided by the Buyer represent the overall external upstand sizes, including the roof weathering. In the case of a stepped upstand the dimension provided remains the overall external upstand size, including the roof weathering and not the external step dimension.

## **7. Use**

7.1. Unless otherwise agreed in writing, all Goods supplied by the Seller are supplied on the basis that they are not required for any special purpose other than the usual purpose for which the Goods are supplied and the Buyer shall be deemed to have full knowledge of the nature and properties of the Goods and any hazards they involve.

7.2. Goods are supplied on the basis that they shall be used in normal conditions appropriate for such Goods and shall be properly maintained, and in all circumstances shall be used and maintained in accordance with provisions of the Operating and Maintenance Manual supplied by the Seller to the Buyer.

7.3. A single standard paper copy of the Operating and Maintenance Manual shall be supplied to the Buyer on request. Further paper copies of the Operating and Maintenance Manuals are available from the Seller's head office at an additional charge. An electronic copy may also be available from the Seller's website.

7.4. It is the responsibility of the Buyer to ensure that the product ordered is appropriate to its application and that its use complies with all up-to-date local and national legislation, building regulations, standards, codes of practice and any other requirement.

## **8. Price**

8.1. The price of the Goods and/or the Services will be set out in the Seller's price list in force at the time the Order is placed. The Seller's prices may change at any time, but price changes will not affect Orders already placed.

8.2. Unless otherwise agreed (at the Seller's discretion) when the Order is placed, the price quoted for the Goods excludes delivery, offload and installation, which shall be itemised to the Buyer separately on the quotation and invoice. Delivery will be charged at such rates which the Seller (in its sole discretion) considers as fair and reasonable in respect of that delivery. Additional charges may be incurred at rates current at the time of dispatch of the Goods if any special delivery arrangements are required.

8.3. All prices are net exclusive of VAT that is charged at the standard rate unless documented proof of an alternative or zero rates being applicable is provided by the Buyer, at the time of order.

8.4. It is always possible that, despite the Seller's best efforts, some of the Goods for sale may be incorrectly priced. If the Goods' correct price is higher than the price stated, the Seller will contact the Buyer. If the pricing error is obvious and unmistakable and could have reasonably been recognised by the Buyer as a mispricing, the Seller does not have to provide the Goods at the incorrect (lower) price.

8.5. All prices are quoted on the understanding that all of the Goods quoted for will be ordered and supplied.

- 8.6. Additional charges may apply in that instance the buyer shall have the right to cancel the Order, so long as notice of such cancellation is received by the Seller within a reasonable time of the Buyer receiving the notification. If the Order is cancelled by the Buyer, the Buyer shall be responsible for paying the Seller for any work already undertaken.

## **9. Payment**

- 9.1. All payments shall be made at the invoice price and shall be made on the payment terms as set out in the Quote and the Order Acceptance form. Unless otherwise specified all payments must be made in full prior to the dispatch of the Goods, in the case a payment is split into two instalments, the second instalment will be due within 48hrs of job completion.
- 9.2. All payments shall be made in British Sterling as invoiced and shall not be considered 'paid' until the funds have cleared.
- 9.3. All payments set out in these Conditions, unless otherwise specified, shall be made at the invoice price without deduction in accordance with clause

*Clause 9.4 applies to business customers only.*

- 9.4. All time for payment shall be of the essence of the Contract.
- 9.5. If the Buyer does not make any payment due to the Seller by the due date for payment, the Seller may charge interest to the Buyer on the overdue amount at the rate of 8% a year above the base lending rate of HSBC Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer must pay the Seller interest together with any overdue amount.
- 9.6. Any complaint relating to an invoice or item contained in an invoice must be notified by the Buyer to the Seller in writing within seven working days of the date of the invoice.

## **10. Risk and Responsibility**

- 10.1. The risk in the Goods shall pass to the Buyer upon their delivery.
- 10.2. The Seller's responsibility and liability for the Goods shall cease upon their arrival at the Buyer's premises.
- 10.3. Where it is agreed between the Buyer and the Seller that the Buyer shall arrange for the Goods to be collected from the Seller's premises, the risk in the Goods shall pass to the Buyer upon the Buyer collecting such Goods. The Seller shall load the Buyer's collection vehicle but this shall be at the Buyer's sole risk and the Seller shall have no responsibility for any damage done to the Buyer's collection vehicle. It is the Buyer's responsibility to use an appropriate vehicle for transportation of the Goods.

## **11. Delivery of the Goods**

- 11.1. The Seller will contact the Buyer to inform them when their Goods will be ready for dispatch and to arrange a delivery or collection date. The Seller will arrange for delivery of the Goods

to be made to the Buyer's address on the delivery date in accordance with the written delivery instructions agreed between the Seller and the Buyer or will have them ready for collection on any agreed collection date.

- 11.2. Delivery of an Order shall be completed when the Seller delivers the Goods to the address given by the Buyer or the Buyer or a carrier organised by the Buyer collects them from the Seller and the Goods will be the Buyer's responsibility from that time.
- 11.3. Timescales for delivery and delivery charges will vary depending on the availability of the Goods and the Buyer's address. Extra time must be allowed for international deliveries and deliveries to the Scottish Highlands and Islands.
- 11.4. It will be the Buyer's sole responsibility to make all necessary arrangements, and pay all necessary costs, for the Goods to be removed from the delivery vehicle, including, but not limited to, where appropriate hiring any lifting equipment and closing the highway. Once removed from the delivery vehicle the Goods will be the sole responsibility of the Buyer.
- 11.5. Occasionally the Seller's delivery to the Buyer may be affected by a Force Majeure Event. If any such circumstances occur the Buyer will discharge their obligations as soon as reasonably practicable after such circumstances have ceased to affect their operations.
- 11.6. If no one is available at the Buyer's address to take delivery, the Seller will leave a note that the Goods have been returned to the Seller's premises, in which case, please contact the Seller to rearrange re-delivery. Please note charges will be incurred for any failed delivery attempts.
- 11.7. The Seller reserves the right to make a charge to the Buyer for the storage cost of all or any part of the Goods if the Buyer requests that the delivery or collection of the Goods be delayed by longer than 7 days from the Dispatch Date.
- 11.8. If, due to the Buyer the Goods cannot be collected or delivered within 7 days of the Dispatch Date or, for whatever reason the Buyer is unable to accept delivery of the Goods or, if the Buyer is collecting the Goods, the Buyer does not collect the Goods the Seller may, at its sole discretion, store the Goods either at its premises or in external storage away from its premises until the time of actual delivery and the Buyer shall pay to the Seller the cost of any such storage, as well as any additional handling and transport costs. The Buyer acknowledges that the Seller has limited storage capacity at its premises and therefore it may not be practical from a business perspective for the Goods to be stored at its premises in which case the Seller may arrange for the Goods to be stored with an external storage provider. The Buyer will be responsible for all costs charged by such external storage provider to the Supplier in respect of the storage of the Goods. The Conditions shall not affect any other rights the Seller may have to otherwise deal with any Goods which the Buyer fails to take delivery of or fails to collect.

*Clause 11.9 applies to business customers only.*

- 11.9. If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a

Force Majeure Event, the Buyer's failure to provide the Seller with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

*Clauses 11.10, 11.11 and 11.12 apply to consumers only but excludes bespoke order manufacture items.*

- 11.10. Subject to clause 11.6, if the Seller misses the delivery deadline as agreed with the Buyer in accordance with clause 11.1 for any Goods then the Buyer may cancel their Order straight away if any of the following apply:
- i. the Seller has refused to deliver the Goods;
  - ii. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - iii. the Buyer advised the Seller prior to accepting the order that delivery within the delivery deadline was essential.
- 11.11. If the Buyer does not wish to cancel their order straight away, or does not have the right to do so under clause 11.10, the Buyer can give the Seller a new deadline for delivery, which must be reasonable, and the Buyer can cancel their Order if the Seller does not meet the new deadline.
- 11.12. If the Buyer does choose to cancel their Order for late delivery under clauses 11.10 or clause 11.11, the Buyer can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to the Buyer, the Buyer will have to return them to the Seller or allow the Seller to collect them, and the Seller will pay the costs of this. After the Buyer cancels their Order the Seller will refund any sums the Buyer has paid to the Seller for the cancelled Goods and their delivery, subject to clause 5.

## **12. Services**

- 12.1. The Seller will supply the Services to the Buyer in accordance with the specification and the installation dates set out in the Order Acceptance or as agreed between the parties.
- 12.2. The Seller will make every effort to complete the Services on time. However, there may be delays due to Force Majeure Event.
- 12.3. The Seller will need certain information from the Buyer that is necessary in order to provide the Services. The Seller will contact the Buyer about this. If the Buyer does not, after being asked to provide the information, or instead provides incomplete or incorrect information, the Seller may make an additional charge of a reasonable sum to cover any extra work that is required, or the Seller may suspend the Services by giving the Buyer written notice. The Seller will not be liable for any delay or non-performance where the Buyer has not provided this information to the Seller after being asked. If the Seller suspends the Services under this clause 12.3, the Buyer does not have to pay for the Services while they are suspended, but this does not affect the Buyer's obligation to pay any invoices that have already been sent.
- 12.4. If the Buyer does not pay the Seller for the Services when they are supposed to as set out in the Order Acceptance form, the Seller may suspend the Services with immediate effect until

the Buyer has paid the Seller the outstanding amounts (except where the Buyer disputes an invoice under clause 9.6). The Seller will contact the Buyer to advise them of this. This does not affect the Seller's right to charge interest under clause 9.5.

- 12.5. Where the Contract between the Seller and the Buyer includes provision of the Services, the quotation will assume that any equipment that may be required to be hired to assist with the installation can be hired on the day of installation. An additional charge will be incurred by the Buyer if a return visit and re-hire of equipment is required at a later date to complete the installation. If a product requires commissioning this can be carried out on the day of installation. An additional charge will be incurred by the Buyer if a return visit is required at a later date to complete the commissioning of the product.
- 12.6. Where the Contract between the Seller and the Buyer includes the installation of the Goods by the Seller at the Buyer's or a third party's premises it will be the Buyer's sole responsibility to make all necessary arrangements, and pay all necessary costs, for the Goods to be removed from the delivery vehicle, including, but not limited to, where appropriate hiring any lifting equipment and closing the highway and for the Goods to be moved and/or lifted to the upstand ready for installation. In certain roof configurations and where specified it may be necessary for the Buyer to arrange to support the roof light whilst the Seller's installers make the necessary fixings. The cost of this support is the responsibility of the Buyer.
- 12.7. The Seller reserves the right to make a reasonable charge in respect of each person per visit, plus reasonable travel expenses per person per visit, to the Buyer for any failed, aborted or cancelled visit in circumstances where the Buyer or the third party is, in the Seller's reasonable opinion, deemed to be responsible for the Seller's representative(s) having to withdraw from the site without having completed the installation. The Seller reserves the right to make the same charge to the Buyer for the cancellation of a scheduled visit where the Buyer or the third party fails, in the Seller's reasonable opinion, to give sufficient notification of at least two working days. In addition, if the time taken for delivery or installation exceeds the period specified in the Order Acceptance, or such later written correspondence between the Buyer and Seller, and such excess is, in the Seller's reasonable opinion, deemed to be the responsibility of the Buyer, the Seller reserves the right to make a reasonable charge in respect of such excess time.
- 12.8. Where the sale includes installation by the Seller's staff it is the responsibility of the Buyer to ensure the Health and Safety of these staff whilst on the Buyer's premises. For example, Roofglaze Rooflights's staff are trained to work at heights and carry harnesses but the provision of a safety line and/or edge protection is the responsibility of the Buyer. Roofglaze Rooflights Ltd will complete a local risk assessment and reserve the right to discontinue the work if undue risk is identified. Weather conditions, high winds, heavy rain or icy conditions are contributing factors to undue risk when working at height.
- 12.9. Where it is agreed between the Buyer and the Seller that the Seller will provide a Performance Bond / Advance Payment Guarantee Bond under the terms and conditions of the Contract, then where the completion / commissioning of the Goods is delayed by more than 30 days after completion of the installation works, and this delay is caused by the Buyer, then the contract will be deemed to have been completed satisfactorily with regard to the matter of the Performance Bond / Advance Payment Guarantee Bond and therefore the Performance Bond / Advance Payment Guarantee Bond will then be cancelled and the Buyer will have no further claims in this regard.

*Clauses 12.10, 12.11 and 12.12 apply to consumers only.*

- 12.10. The Seller may have to suspend the Services if they have to deal with technical problems, or to make improvements agreed between the Seller and the Buyer in writing to the Services. The Seller will contact the Buyer in advance where this occurs, unless the problem is urgent or an emergency. The Buyer does not have to pay for the Services while they are suspended under this clause 12.12 but this does not affect the Buyer's obligation to pay any invoices that have already been sent.
- 12.11. In the unlikely event that there is any defect with the Services:
- i. the Buyer must contact the Seller as soon as reasonably possible;
  - ii. the Buyer will give the Seller a reasonable opportunity to repair or fix any defect; and
  - iii. the Seller will use every effort to repair or fix the defect as soon as reasonably practicable and, in any event, within 28 days, save that the Seller's ability to repair or fix any defect may be dictated by the lead time of any replacement specialist glass, and therefore in these circumstances the Seller may not be able to meet this timeframe but will endeavour to repair or fix any defect as soon as reasonably practicable on receipt of such replacement glass. The Buyer will not have to pay for the Seller to repair or fix a defect with the Services under this clause 12.11
- 12.12. As a consumer, the Buyer has legal rights in relation to Services not carried out with reasonable skill and care, or if the materials the Seller uses are faulty or not as described. Advice about the legal rights of consumers is available from a local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

*Clauses 12.13, 12.14 and 12.15 apply to business customers only.*

- 12.13. The Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Acceptance or as agreed between the parties, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 12.14. The Seller shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer in any such event.
- 12.15. The Seller warrants to the Buyer that the Services will be provided using reasonable care and skill.

### **13. Obligations of the Buyer**

- 13.1. The Buyer shall:
- i. ensure that the upstands are constructed within the permissible tolerances for overall length, width, height and level as defined by the Seller within the Seller's literature, which is available on request from the Seller's head office;

- ii. provide the external weathered dimensions of the upstand or other applicable dimensions to the Seller. In the case that a site audit by the Seller's staff is agreed between the Buyer and Seller, dimensions taken by the Seller's staff will only be accepted once approved as 'correct for manufacture to commence' by the Buyer;
- iii. ensure that the terms of the Order and (if submitted by the Buyer) the specification for the Goods is complete and accurate;
- iv. co-operate with the Seller in all matters relating to the Services;
- v. provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by the Seller to provide the Services;
- vi. provide the Seller with such information and materials as the Seller may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- vii. prepare the Buyer's premises and site of the installation for the supply of the Services in accordance with the Seller's requirements as notified to the Buyer by the Seller prior to delivery;
- viii. 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; and
- ix. keep and maintain all materials, equipment, documents and other property of the Seller (the "Seller Materials") at the Buyer's premises in safe custody at its own risk, maintain the Seller Materials in good condition until returned to the Seller, and not dispose of or use the Seller Materials other than in accordance with the Seller's written instructions or authorisation.

*Clause 13.2 applies to business customers only.*

- 13.2. If the Seller's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation ("Buyer Default"):
- i. the Seller shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;
  - ii. the Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 13.2; and

- iii. the Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default.

#### **14. Time and Date of Delivery**

- 14.1 The Seller will use reasonable endeavours to keep to any agreed delivery date, which is quoted on the basis of existing commitments. All such times are to be treated as estimates only and the Seller shall not be liable for any delay in delivery or, where the same is caused by lack of instructions from the Buyer, any failure to deliver.

#### **15. Damage and/or Loss in Transit**

- 15.1. Upon delivery the Buyer shall be responsible for examining the Goods before signing for them. Subject to clauses 15.2 and 16.3, the Buyer shall not be entitled to reject or return the Goods or to make any claim in respect of the Goods if the Buyer has previously signed for them as accepted.

*Clause 15.2 applies to business customers only.*

- 15.2. The Seller shall not be liable for any loss or damage of the Goods during transit unless the Goods are signed for as damaged and all claims for damages to (or loss of) the Goods, or any part thereof, in transit are submitted in writing to the carrier and the Seller within the next working day from the date of delivery. All claims for non-delivery of any part of any Order must be submitted in writing to the carrier and to the Seller within 24 hours of the date of delivery. In the absence of notification of such claims within such periods, the Goods shall be deemed to have been delivered in accordance with the Order.

#### **16. Defective Goods**

*Clause 16.1 applies to consumers only.*

- 16.1. The Buyer has legal rights in relation to Goods that are faulty or not as described. The Seller is under a legal duty to supply Goods that are in conformity with this contract. Advice about consumer legal rights is available from a local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 16.2. The Seller warrants that upon delivery, and for the periods set out from the date of delivery, the Goods conform with their description, are free from material defects in design, material and workmanship, are of satisfactory quality and fit for the purpose described in the Order Acceptance. The Buyer should inspect the Goods as soon as possible after delivery and take care to protect them from deterioration whilst awaiting use.
  - i. Frame 15 years.
  - ii. Powder coat finish 15 years.
  - iii. Glass (edge seal failure only) 15 years.
  - iv. Electrical items in accordance with manufacturer's warranty but not less than 1 year.

- 16.3. The Seller will make good by repair or by the supply of a replacement component any defects which under proper use of the Goods appear to be a result of the Seller's manufacture of the Goods provided that the Buyer notifies the Seller of any material defect within 12 months after the date of delivery, retains the Goods for inspection and provided that the defect does not arise from any of the following:
- i. fair wear and tear;
  - ii. wilful damage, abnormal storage or working conditions, accident, negligence by the Buyer or by any third party;
  - iii. if the Buyer fails to operate or use the Goods in accordance with the user instructions;
  - iv. any alteration or repair by the Buyer or by a third party who is not one of the Seller's authorised repairers; and
  - v. any specification provided by the Buyer.
- 16.4. The provisions of clause 16.3 cover the free of charge repair or replacement of any component deemed defective which are as a result of the Seller's manufacture of the Goods. The Seller will meet all travel costs of its technicians relating to travel within mainland United Kingdom. However, all reasonable travel costs incurred by the Seller's technicians relating to travel to and from any destination where the Goods are located outside of mainland United Kingdom (including all reasonable accommodation and sustenance expenses properly and necessarily incurred by the Seller's technician) will be borne in full by the Buyer.
- 16.5. The quality of any glass supplied by the Seller shall be inspected and deemed to be acceptable in accordance with the 'Quality of Vision – Double Glazing' document published by the Glass and Glazing Federation (GGF) and the Seller's own quality standard. Copies of either document are available by request from the Seller's head office.

## **17. Title**

- 17.1 The legal title of the Goods shall not pass to the Buyer until payment in full has been made to the Seller of all sums due under the Contract Cancellation.

## **18. Order cancellation**

*Clause 18.1 applies to business customers only.*

- 18.1. The Buyer shall have the right to cancel the Order at any time by providing the Seller with written notice. Upon cancellation, the Seller reserves the right to make a reasonable cancellation charge and the Buyer shall be responsible for reimbursing the Seller for all costs which the Seller has incurred under these Conditions in relation to the Order.

*Clauses 18.2 to 18.5 apply to consumers only.*

- 18.2. Before the Seller begins to provide the Services or the Goods are delivered, the Buyer has the following rights to cancel an Order for Goods (other than made-to-measure Goods as set

out in clause 18.3) and / or Services, including where the Buyer chooses to cancel because the Seller is affected by a Force Majeure Event or the Seller changes these Terms under clause 3.2 to the Buyer's material disadvantage:

- i. the Buyer may cancel any Order for Goods and / or Services at any time within 14 calendar days of receiving the Goods by contacting the Seller. The Seller will confirm the cancellation to the Buyer in writing;
  - ii. if the Buyer cancels an Order under clause 18.2.i and the Buyer has made any payment in advance for Services that have not been provided, or Goods that have not been delivered, the Seller will refund these amounts and any delivery charges to the Buyer;
  - iii. however, if the Buyer cancels an Order for Services under clause 18.2.i and the Seller has already started work on the Buyer's Order by that time, the Buyer will pay the Seller any costs reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to the Buyer or, if no refund is due, invoiced to the Buyer. The Seller will advise the Buyer of such costs when the Buyer contacts the Seller. However, where the Buyer has cancelled an Order because of the Seller's failure to comply with these Terms (except where the Seller has been affected by a Force Majeure Event), the Buyer does not have to make any payment to the Seller;
  - iv. if the Buyer cancels an Order for Goods under clause 18.2.i and the Seller has already despatched the Goods, the Seller will not be able to cancel the Order until it is delivered or collected. In this case, if the Buyer returns the Goods to the Seller, the Seller will have to charge the Buyer the cost of collection or the Buyer will have to pay the cost of returning the Goods back to the Seller. This will not affect the Buyer's refund for the Goods themselves, but the Seller will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to the Buyer.
- 18.3. Unfortunately, as any made-to-measure Goods are made to the Buyer's requirements, the Buyer will not be able to cancel the Order once made (but this will not affect the Buyer's legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described) for such Goods.
- 18.4. Once the Seller has begun to provide the Services to the Buyer, the Buyer may cancel the contract for the Services at any time by providing the Seller with at least 30 calendar days' notice in writing. Any advance payment the Buyer has made for Services that have not been provided will be refunded.
- 18.5. Once the Seller has begun to provide the Services to the Buyer, the Buyer may cancel the contract for Services with immediate effect by giving the Seller written notice if:
- i. the Seller breaks the Contract in any material way and the Seller does not correct or fix the situation within 14 days of the Buyer asking the Seller to do so in writing;
  - ii. the Seller goes into liquidation or a receiver or an administrator is appointed over their assets;

- iii. the Seller changes these Conditions under clause 3.2 to the Buyer's material disadvantage; or
  - iv. the Seller is affected by a Force Majeure Event.
- 18.6. The Seller may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to a Force Majeure Event or the unavailability of stock or (in the case of Services) key personnel or key materials without which the Seller cannot provide the Services. If this happens:
- i. the Seller will promptly contact the Buyer to let them know;
  - ii. if the Buyer has made any payment in advance for Services that have not been provided, or Goods that have not been delivered, the Seller will refund these amounts to the Buyer;
  - iii. where the Seller has already started work on the Buyer's Order for Services or made-to-measure Goods, the Seller will not charge the Buyer anything and the Buyer will not have to make any payment to the Seller.
- 18.7. Once the Seller has begun to provide the Services to the Buyer, the Seller may cancel the contract for the Services at any time by providing the Buyer with at least 30 calendar days' notice in writing. If the Buyer has made any payment in advance for Services that have not been provided, the Seller will refund these amounts to the Buyer.
- 18.8. The Seller may cancel the contract for Services at any time with immediate effect by giving the Buyer written notice if:
- i. the Buyer does not pay the Seller when they are supposed to as set out in clause 9.1. This does not affect the Seller's right to charge the Buyer interest under clause 9.5; or
  - ii. the Buyer breaks the contract in any other material way and the Buyer does not correct or fix the situation within 14 days of the Seller asking the Buyer to do so in writing.

## **19. Limitation of Liability**

- 19.1. No provision of these Conditions shall operate or be construed to operate so as to exclude or restrict the Seller's liability under the provisions of any UK legislation in force from time to time which are not capable of being excluded or restricted.

*Clauses 19.2 and 19.3 apply to consumers only.*

- 19.2. The Seller accepts no liability for any costs, expenses, loss or damage, including any loss (including consequential loss) or damage whether direct or indirect however incurred by the Buyer save as provided in these Conditions, and provided that nothing in these Conditions shall restrict or exclude liability for the following:
- i. death or personal injury caused by the Seller's negligence;

- ii. the statutory rights of any person dealing as a consumer;
- iii. fraud or fraudulent misrepresentation;
- iv. breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- v. breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- vi. defective products under the Consumer Protection Act 1987.

*Clause 19.3 does not apply to approved resellers and agents of Roofglaze Rooflights Ltd.*

- 19.3. The Seller only supplies the Goods and / or Services to consumers for domestic and private use. The Buyer agrees not to use the Goods and / or Services for any commercial, business or re-sale purpose, and the Seller has no liability to the Buyer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

*Clause 19.4, 19.5 and 19.6 apply to business customers only.*

- 19.4. Nothing in these Conditions shall limit or exclude the Seller's liability for:
- i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - ii. fraud or fraudulent misrepresentation;
  - iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - iv. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - v. defective products under the Consumer Protection Act 1987.
- 19.5. Subject to clause 19.4 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- i. loss of profit,
  - ii. loss of revenue;
  - iii. loss of business; or
  - iv. loss of anticipated savings.

In each case whether direct or indirect or for any indirect, special or consequential loss or damage arising under or in connection with the Contract.

- 19.6. 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.
- 19.7. Save as otherwise required by UK legislation and subject to clause 19.8, the Seller's total liability for any loss, damages, costs or expenses in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the value of the contract, or being the amount of product liability insurance carried by the Seller should this be invoked.
- 19.8. Save as otherwise required by UK legislation, the Seller's total liability for any loss, damages, costs or expenses in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to value of the contract, or being the amount of professional indemnity insurance carried by the Seller should this be invoked.
- 19.9. Any claim for costs due to non-performance or errors by the Seller must be notified in writing and have been received by the Seller's head office within seven days of the delivery of the Goods.
- 19.10. This clause 19 shall survive termination of the Contract.

*Clause 20 applies to business customers only.*

## **20. Buyers Indemnities**

- 20.1. In addition to any other remedy available to the Seller, the Buyer shall indemnify, defend and hold harmless the Seller from and against any and all losses, liabilities, expenses or damages suffered by the Seller as a result of any failure by the Buyer to perform any of these Conditions.
- 20.2. In addition to any other remedy available to the Seller, the Buyer shall indemnify, defend and hold harmless the Seller from and against each and every liability, claim, demand, loss, cost and damage from a third party to which the Seller is or would be otherwise subject to arising out of the supply of the Goods by the Seller to the Buyer.
- 20.3. The indemnities hereby given shall extend to any costs and expenses incurred by the Seller and shall continue in force notwithstanding the termination of the Contract. Suspension or Termination or Breach

## **21. Termination of contract**

- 21.1. Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than 1 months' written notice.
- 21.2. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- i. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a

company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- ii. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- iii. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- iv. the other party (being an individual) is the subject of a bankruptcy petition or order;
- v. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- vi. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- vii. the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- viii. if the Buyer suffers execution or distress to be levied upon any of the Buyer's property;
- ix. the Buyer be the subject of an adverse credit status report by the Seller's bank or a reputable credit status organisation;
- x. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- xi. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 21.2.ii to clause 21.2.xiv (inclusive);
- xii. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- xiii. the other party's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

xiv. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

21.3. Without limiting its other rights or remedies, the Seller may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 21.2.i to clause 21.2.xiv, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

*Clause 21.4 applies to business customers only.*

21.4. On termination of the Contract for any reason:

- i. the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;
- ii. the Buyer shall return all of the Seller Materials and any Goods which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- iii. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- iv. clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- v. if the buyer chooses to cancel the order for whatever reason or unforeseen circumstances then an automatic admin fee of £250.00 will be charged.