

Conditions of Sale of Red Glazing Systems Ltd

1. Section 1 General

- 1.1. All quotations given, and contracts ("Contracts") entered into, by Red Glazing Systems with customers ("Customer") for the supply of goods ("Goods") are subject to these Conditions of Sale ("Conditions"). All other terms and conditions are excluded.

2. Section 2 Contract

- 2.1. Unless agreed otherwise, Red Glazing Systems' quotations are capable of acceptance within 3 months from their date.
- 2.2. A Contract is formed by Red Glazing Systems acknowledging the Customer's acceptance of a quotation by way of Red Glazing Systems' Order Acknowledgement form.
- 2.3. All documents, material and information issued by Red Glazing Systems as well as all samples, technical data, instructions, prototypes, drawings and similar are the property of Red Glazing Systems along with the intellectual property in the same which shall not, without Red Glazing Systems' written consent, be published or made available to third parties.

3. Delivery and liability for performance

- 3.1. Deliveries of Goods shall a) be to the agreed location, b) be deemed to take place and the risk of damage to or loss of the Goods shall pass to the Customer, on arrival at the location. If the Customer is unable to take delivery on the date and/or time agreed risk in the Goods will pass to the Customer which will be deemed to have been delivered and Red Glazing Systems may store and insure the Goods at the Customer's expense.
- 3.2. Red Glazing Systems shall use reasonable endeavours to meet dates or times of delivery but shall not be liable a) at all for late delivery or b) for delay in, or non-performance of, obligations resulting from industrial action, trade disputes, government actions, breakdown in manufacturing machinery, failure of suppliers or events beyond Red Glazing Systems' reasonable control.
- 3.3. Any obvious damage is to be noted on the proof of delivery paperwork, prior to haulier leaving site.
- 3.4. The overall u-value of the unit may be affected if the fully insulated timber upstand is not purchased through Red Glazing Systems Ltd T/A Red Glazing Systems.

4. Complaints and Warranty

- 4.1. Within 24-hours of delivery Goods must be examined and (prior to parting with Goods) defects must be notified by the Customer in writing and where practicable, without damaging packing.
- 4.2. Subject to this section, Red Glazing Systems warrants that Goods will be free from material defects for a period of 10 years from the time that risk in them passes to the Customer. However, glass panes are only subject to a warranty period of 10 years from the day of production as stamped on the spacer track of the pane. Red Glazing Systems shall have no liability for such defects if the Customer does not notify these immediately in writing to Red Glazing Systems when the defects are or should have been discovered. Red Glazing Systems shall have no liability for defects which a) are notified outside the warranty period or b) which were or should have been discovered as part of the Customer's examination of Goods upon their delivery.
- 4.3. In the event of a breach of warranty Red Glazing Systems shall at its option as soon as reasonably practicable take such steps to render such Goods in accordance with such warranty or supply new or equivalent or at its option to refund the whole or a proportionate part of such sums paid in respect of the defective Goods. The Customer undertakes to return the defective Goods to Red Glazing Systems at the clients cost, and the Customer undertakes to bear all other costs (e.g. to installation, dismantling, connecting, scaffolding etc.).
- 4.4. Red Glazing Systems shall be entitled to suspend its warranty obligations until such time as the Customer has paid all sums due to Red Glazing Systems.
- 4.5. Red Glazing Systems shall be under no liability under this warranty for defects arising from fair wear and tear, non-maintenance, installation or commissioning, accidental or wilful damage, negligence, failure to follow Red Glazing Systems' instructions or recommendations (whether written or oral), or misuse or alteration or repair of Goods without Red Glazing Systems' prior written approval or any of the above with respect to such items or parts of buildings (e.g. doors and windows) with which the Goods are connected or interact.
- 4.6. Any Goods replaced will belong to Red Glazing Systems and any repaired or replacement Goods will be warranted on these terms for the unexpired portion of the 5-year period.

5. Liability and Exclusion of Liability; Product Liability

- 5.1. Red Glazing Systems does not exclude or limit its liability in negligence for death or personal injury, or for fraud or wilful default, or otherwise insofar as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.
- 5.2. Subject to section 4 and clause 5.1, all representations, warranties and conditions implied by trade custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 5.3. Subject to clause 5.1, in no circumstances shall Red Glazing Systems be liable to the Customer, in contract, tort, negligence or otherwise, for any incidental or consequential loss including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or earnings (including interest on monies withheld by a third party) or for any special, exemplary, liquidated or consequential damages or penalties of whatever nature or other financial loss whatsoever arising out of or in connection with any Contract for the supply of Goods or their use or resale (if applicable) by the Customer.
- 5.4. In the event that notwithstanding these Conditions Red Glazing Systems is found liable to the Customer liability under this Contract or otherwise shall in no event exceed the price paid for the Goods under the relevant Contract.

- 5.5. Where Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

- 5.6. The parties hereby confirm no term of the Contract shall or shall purport, to confer on any third party any right to enforce any term for the purposes of the Contracts (Rights of Third Parties) Act 1999.

6. Retention of Title

- 6.1. Notwithstanding the passing of risk in the Goods to the Customer, Goods shall remain Red Glazing Systems' and Red Glazing Systems shall retain title and ownership until it has received cleared payment in full in respect of (a) all sums due to Red Glazing Systems for the Goods which are the subject of the Contract and (b) all other sums which may become due to Red Glazing Systems from the Customer under any other contract or on any account.
- 6.2. Until title in the Goods has passed to the Customer, the Customer shall be in possession of them as Red Glazing Systems' bailee and shall store the Goods, properly insured and protected, separately from any others, clearly marked and identifiable as Red Glazing Systems'. Red Glazing Systems may enter any premises upon reasonable notice to verify compliance with this clause.
- 6.3. If the Customer fails to make any payments to Red Glazing Systems when due, or if Red Glazing Systems is entitled to terminate the Contract, then Red Glazing Systems will have the right, without prejudice to any other remedies, to enter, without prior notice, any premises where Goods may be to repossess and dispose of any such Goods, and/or to require the Customer not to resell or part with such Goods until paid for in full.
- 6.4. The Customer shall not be entitled to pledge or charge any of Red Glazing Systems' Goods and if the Customer does so all monies owing by the Customer to Red Glazing Systems shall (without prejudice to any other right or remedy of Red Glazing Systems) forthwith become due and payable.

7. Termination

- 7.1. Red Glazing Systems may at any time by notice in writing to the Customer terminate or alternatively, suspend a Contract effective from the date of such notice if (a) the Customer fails to remedy a breach within 14 days after Red Glazing Systems has required it to be remedied, or (b) the Customer is insolvent within the meaning of Section 123 of the Insolvency Act 1986 or if any petition is presented for the appointment of an administrator or receiver or trustee in bankruptcy in respect of the Customer or any part of its undertaking or assets or if the Customer makes or attempts to make any arrangement with or for the benefit of its creditors or if the Customer ceases or threatens to cease to carry on business. or (c) if the Customer's credit position with Red Glazing Systems (accounting for the position under the Contract and any other contract with the Customer) shall fall below a level which Red Glazing Systems considers (acting reasonably) is commercially acceptable or which in the view of Red Glazing Systems raises a risk of default on the part of the Customer under the Contract or any other contract
- 7.2. All payments payable to Red Glazing Systems under the Contract shall become due immediately upon termination of the Contract.

8. Price and Payment

- 8.1. The price for the Goods is stated in Red Glazing Systems' quotation and/or Order Acknowledgement. Unless otherwise stated Value Added Tax and other duties, charges or expenses are payable.
- 8.2. Full payment is due with stock order, unless other terms have been agreed to. For bespoke units, 50% deposit payment is required at order stage with the remaining 50% balance to be cleared 3-days before dispatch. Time shall be of the essence and until the Customer pays in full Red Glazing Systems may, without prejudice to any other remedy, a) charge the Customer interest at the rate of 18% per annum on all overdue sums calculated on a daily basis from the date such sums became due b) suspend or cancel further supply of Goods under any contract or c) declare payment for Goods under any other Contract immediately payable.
- 8.3. Red Glazing Systems reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 as an alternative to Section 8.2.
- 8.4. Without agreement in writing the Customer may not a) set off or withhold any payment due to Red Glazing Systems or b) assign the Contract or any of its part.

9. Governing Law and Disputes

- 9.1. The Contract shall be subject to English law and the English courts.
- 9.2. Disputes or differences arising under or in relation to the Contract may be referred at any time to adjudication by serving on the other a written notice setting out the nature and a brief description of the dispute and the nature of the redress or the remedy sought. Any adjudication shall be carried out pursuant to the Model Adjudication Procedures published by the Construction Industry Council current at the time of the reference. The Adjudicator shall be agreed or at the option of either party the nominating body shall be the Royal Institute of Chartered Surveyors.
- 9.3. The provisions of these Conditions are independent of each other, and the invalidity of any provision or portion shall not affect the validity or enforceability of any other provision. If any part of these Conditions is held by any court or tribunal of competent jurisdiction to be void, illegal or unenforceable then it shall be deemed to be severed from these Conditions, the remaining provisions of which shall continue in full force and effect.