



Terms & Conditions of Sale

- 1.1 All orders accepted by Ecoglass Ltd. (hereinafter called 'The Company') shall incorporate these terms and conditions. No variation modification or substitution of these terms and conditions (even if included in or referred to in the document placing the order) shall be binding to the company.
- 1.2 By requesting a quotation or placing an order, the customer and Ecoglass Ltd shall both be bound by these terms and conditions.
- 1.3 Ecoglass Ltd reserves the right to alter, add, subtract and amend these terms and conditions at any time, the current terms and conditions can be viewed at www.ecoglass.co.uk. It remains the customer responsibility to make themselves aware of the latest terms and conditions.

General

- 2.1 All purchase orders are accepted only on condition of the acceptance of these terms and conditions.
- 2.2 Confirmation of telephoned or faxed orders must be clearly marked "CONFIRMATION ORDER" to prevent duplication. If duplication occurs without this prerequisite then Ecoglass Ltd cannot accept responsibility, and both orders will be chargeable.
- 2.3 All units should be inspected before glazing. Ecoglass Ltd will not accept for whatever reason responsibility for the deglazing and reglazing of units deemed to be faulty after fitting.
- 2.4 All products should be inspected in accordance with the Glass and Glazing Federation terms of reference for inspection of sealed units.

Prices and Payment of Accounts

- 3.1 The Customer shall not be entitled to withhold payment of any amount payable under the contract of the Company because of any disputed claim of the customer in respect of faulty goods. Neither shall the customer be entitled to set-off against any amount payable any monies which are not the presently ascertained and payable by the Company or for which the Company disputes liability.
- 3.2 The Company shall be entitled to charge interest on any amount more than 30 days Overdue and such interest shall be calculated on a daily basis on the amount outstanding at the rate of 3% above Bank base rate. Any dishonored cheques will be subject to an administration charge of £20.00.
- 3.3 If any account for the supply of goods by the Company is not paid on or before the due date, the Company shall be entitled to withhold further delivery of goods to the customer whether or not those goods are part of the same contract and without prejudice to any other right or remedy the Company may have.
- 3.4 No retention by the Customer may be deducted from any payment due in respect of any goods or work supplied by us, without our prior written agreement and he shall not have any right of set off from such payment.

- 3.5 If Ecoglass Ltd have to resort to legal action to recover any overdue debts, the debtor will be liable for all costs, interest and legal fees.

Delivery

- 4.1 No Claim for damage 'in transit or shortage in delivery will be entitled unless detailed on the delivery note at time of acceptance. Signed Delivery Notes will be deemed to be the Customers acceptance of goods.
- 4.2 All glass is supplied on the condition that the end use will fully conform with BS6262 and particularly the Safety Sections thereof. A copy of BS6262 is available for inspection at our works.
- 4.3 After delivery of the goods the Customer shall be solely responsible for the installation and use thereof and shall keep us indemnified from all actions expenses damages legal costs or demands of whatsoever nature arising out of or in connection with the installation or use of the goods caused by or arising from any negligent act or omission of the Customer or his contractors.
- 4.4 Glass products should be handled stored and fixed in accordance with GGF guidelines.

Warranties

- 5.1 If within five years (timber frames) and / or ten years (PVCu frames) from the date of despatch from our works an unbroken double glazing unit of our manufacture is through fault manufacture affected by material visual obscuration because of condensation or dust collection, within the double glazed unit, we will (at our option) supply a replacement unit of our then standard type delivered to Customer's normal place of business.
 - 5.2 The Warranty given in Condition 5.1 applies only where:
 - (i) Units have been handled stored and maintained completely in accordance with the glazing instructions laid down in Glass and Glazing Federation site glazing procedures and their Maintenance Recommendations.
 - (ii) Units have been installed in normal building service conditions within the United Kingdom.
 - 5.3 The warranty given above does not include and shall not require us to carry out any work, repair, redecoration or restoration consequent upon any repair or replacement by us.
 - 5.4 All warranties do not extend to minor imperfections within the glass and outside the scope of the visual quality standards of the Glass & Glazing Federation.
- 6.1 The above Terms & Conditions enable the goods of the Company to be priced competitively.