

1. Terms & Conditions of Sale

- a) All orders accepted by Ecoglass Ltd. (hereafter and/or also referred to as "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. The purchaser may be referred to as The Buyer or Customer.
- b) By requesting a quotation or placing an order, the customer and Ecoglass Ltd, shall both be bound by these terms and conditions.
- c) 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's responsibility to make themselves aware of the latest terms and conditions.
- d) Any Customer requesting a quotation or placing an order, shall be deemed conclusive evidence of the customer/s acceptance of these terms and conditions.
- e) Any order that has entered the manufacturing process will be deemed chargeable, and thus cancellation or amendment, will not be possible.
- f) The Company reserve the right to supply the customer products manufactured by other accredited supply chains should we deem fit.
- g) Under the sale of Goods Act 1979, all goods supplied by Ecoglass Ltd remain the property of Ecoglass Ltd, until the corresponding invoice has been paid in full.

2. General

- a) All purchase orders are accepted only on condition of the acceptance of these terms and conditions.
- b) Any RE-SENT or amended orders must be **VERY CLEARLY** marked '**RE-SENT ORDER**' or '**AMENDED ORDER – DO NOT DUPLICATE**'.

If duplication occurs without this prerequisite, then Ecoglass Ltd cannot accept responsibility, and both orders will be chargeable.

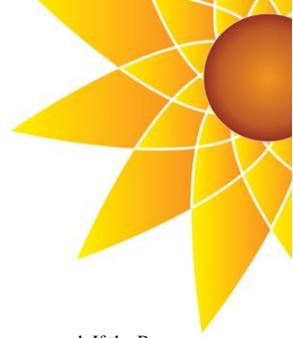
- c) All units should be inspected before glazing. Ecoglass Ltd will not accept for whatever reason, responsibility for the deglazing and re-glazing of units deemed to be faulty after fitting.
- d) All products should be inspected in accordance with the Glass and Glazing Federation current terms of reference for inspection of sealed units. The Company will not accept other forms of inspection.
- e) All shaped orders placed, must be viewed from outside, as per the industry standard. Orders placed when viewed from inside, will not be accepted, and any issues resulting in the incorrect ordering procedure will not be refunded.
- f) Any quotation given by Ecoglass is not an offer.
- g) If goods are ordered to be manufactured to a template and the template dimensions differ from the sizes specified on the purchase order, the goods will be manufactured to the dimensions of the template. Templates must **always** be of a ridged material.

3. Prices

- a) Prices are subject to withdrawal without notice, and unless agreed otherwise in writing, goods will be invoiced at the prices ruling at the date of dispatch.
- b) Prices quoted are exclusive of VAT. Any increases or changes in costs, overheads, Energy Surcharge or other surcharges, occurring after the date of quotation, will be added to the final invoice, if such quotations are ordered.
- c) Where the Buyer wishes Ecoglass Ltd to deliver to site, Ecoglass Ltd is entitled to levy extra charges.
- d) Minimum charges are applicable to all goods ordered. Shapes will be charged the full rectangular area from which they are cut, and surcharges will apply to such goods. Prices are determined by reference to rounded metric measurements to two decimal places.

3. Payment

- a) The Buyer shall not be entitled to withhold payment of any amount payable to Ecoglass Ltd, because of any disputed claim of the Buyer, in respect of faulty goods or otherwise. Neither shall the Buyer, be entitled to set-off, against any amount payable, any monies, which are not the presently ascertained, and payable by the Buyer or, for which Ecoglass Ltd disputes liability. Ecoglass Ltd shall not accept any claim for consequential losses.
- b) Ecoglass Ltd 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 prevailing Bank Base Rate.



c) Terms of payment shall be the essence of any contract. For the Buyer with an account, payment is due on or before the day due, as per the credit terms agreed. If the Buyer makes a default on payment, Ecoglass Ltd shall be entitled to ask for payment of all goods delivered/supplied, which will immediately become due. Ecoglass Ltd shall withhold further delivery/supply of goods to the Buyer, whether or not those goods are part of the same contract and without prejudice to any other right or remedy the Buyer may have.

d) All payments must be made by Bank Transfer or Card directly with the Ecoglass Ltd office, cheques are not accepted

e) No retention by the Buyer may be deducted from any payment due in respect of any goods supplied by us, without our prior written agreement, and The Buyer shall not have any right of set off from such payment.

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

4. Title

a) The risk in the goods shall pass from The Company to the Buyer upon delivery/supply to the Buyer. However, title of the goods will not pass to the buyer until the company has received payment in full for all goods delivered/supplied to The Buyer, as per the contract agreed. In respect of late payment, full payment shall include any interest or other sum payable under the terms of this and other contracts, between the Company and the Buyer under which the goods were delivered/supplied.

b) Until such time as the property in the goods passes to the Buyer:

i) The Company shall have absolute authority to retake and/or remove, sell or otherwise deal with, or dispose of all, or any part of the product in which title remains vested in The Company.

ii) For the purpose specified in i) above, Ecoglass Ltd are entitled at any time, and without notice, to enter any location in which the goods supplied to the buyer are stored, part installed or kept, or is reasonably believed so to be.

iii) Ecoglass Ltd shall be entitled to seek legal assistance to prevent the Buyer from selling, transferring or otherwise disposing of the product.

5. Delivery/supply and Risk

a) Delivery/supply dates are estimates only, and no guarantee is given as to the delivery date or time. This clause is incapable of variation, and it is expressly agreed that time is not and cannot be made of the essence.

b) No claim for damage in transit or shortage in delivery/supply, will be entitled unless detailed on the delivery note at time of acceptance. Signed Delivery Notes will be deemed to be the Customer's acceptance of goods. Stillage deliveries are granted 72 hours after delivery for any claim to be made.

i) Ecoglass Ltd accept no claim made against them for breakage after products are installed, howsoever caused.

c) All glass is supplied on the condition that the end use will fully conform to BS6262:PART 4 and particularly the Safety Sections thereof.

i) Ecoglass manufacture Toughened glass that is produced to BS EN12150, and all laminated glass is manufactured to BS EN14449. All orders that require safety glass our products will be clearly marked with these standards.

d) 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 or agents.

e) Glass products should be handled, stored and fixed in accordance with current GGF guidelines.

f) Delivery shall, unless otherwise agreed, be at the Buyer's normal place of business. Ecoglass Ltd reserves the right to choose the method of delivery for the goods and the composition of the load.

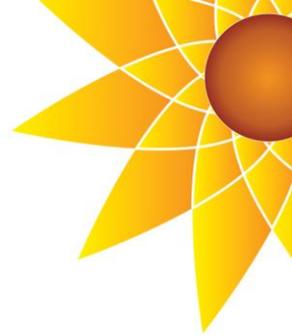
g) If for any reason the Buyer cannot accept delivery when due, the Goods will be invoiced, and payment will fall due as per the Buyers credit account terms. Where the Buyer defers delivery of Goods that have been manufactured, Ecoglass Ltd may charge the Buyer for storage or additional transport costs when delivered or supplied.

h) It is the Buyer's responsibility for the off-loading of all Goods from Ecoglass Ltd delivery vehicles, and for any damage to the Goods during unloading, however caused. Any assistance provided by the Ecoglass Ltd employee in respect of any unloading, is entirely at the Buyers own risk.

j) Non returned or damaged stillages will be charged for depending on type,
Metal £1250.00 each +vat – Wooden £400.00 each +vat.

6. Warranties

a) If within five years (timber frames & glass in roofs) and/or ten years (fully drained PVCu / Aluminium frames) from the date of despatch from our works, an unbroken insulating glass unit of our manufacture is through faulty manufacture affected by material visual obscuration because of condensation or dust collection, within the double glazed unit cavity; we will (at our option) supply a replacement unit of our then standard unit type delivered to Customer's normal place of business only.



- b) The current Warranty given in Condition (a) 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 mainland United Kingdom.
 - iii) The Ecoglass Ltd Invoice number must be provided against any warranty claim.
- c) The warranty given does not include, and shall not require Ecoglass Ltd to carry out any work, repair, redecoration or restoration consequent upon any repair or replacement by us. Any consequential losses are excluded and not accepted.
- d) 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.
- e) Integral blinds are guaranteed for 12 months from the date of delivery against mechanical failure, natural fading or ladder cord breakage, any external controls are not covered by any warranty.
- f) Lead, overlay and bevel designs that are applied to an external face of the insulating glass unit are guaranteed against failure, fading or peeling for 6 months from the date of delivery. Exclusions are laid out in point (b) above.
- g) Ecoglass Ltd shall not be liable for any advice or representation in respect of the goods, unless confirmed in writing.

7. Force Majeure

- a) If the performance of any contract or any obligation thereunder is prevented by force majeure, Ecoglass Ltd shall be excused performance, provided that Ecoglass Ltd reasonably endeavours to remove such cause(s) of non-performance, and shall continue performance thereunder, without delay whenever such cause(s) are removed.
- b) The term "Force Majeure" for these purposes includes acts of God, fire, accident, lightning, earthquakes, storms, floods, explosion, war, strikes, lock outs, industrial action, disease pandemics, and any other circumstances, whether similar or dissimilar, beyond the reasonable control of Ecoglass Ltd.

8. Termination

- a) If the Buyer makes default in any payment, or commits any breach of the terms and conditions of any relevant Contract, or becomes insolvent, or commits an act of bankruptcy, or enters into any arrangement or with creditors or goes and/or is put into liquidation (unless it is for reconstruction/amalgamation), or if an administrator/receiver is appointed over the whole or any part of the Buyers business, or if a petition for an administration order is presented to the Court, Ecoglass Ltd may, without prejudice to any rights which may have accrued or which may accrue to it, at its option:
- i) Require payment in advance for all or any prior deliveries, existing and/or further deliveries: and/or
 - ii) Suspend any further deliveries until any such default or breach, if capable of rectification is rectified, and/or
 - iii) Terminate the relevant Contract: and/or
 - iv) Terminate any other Contracts so far as any goods remain to be delivered thereunder.

9. Applicable Law

These conditions and any contract arising hereunder shall in all respects be construed in accordance with English Law, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

The above Terms & Conditions enable the goods of the Company to be priced competitively.

Ecoglass Ltd Terms & Conditions of Sale, supersede all other Terms & Conditions, unless otherwise agreed in writing.

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