

# Terms & Conditions of Sale

## 1. Definitions

In these Terms and Conditions (“the Terms”), the following words shall have the following meanings:

“**Company**” shall mean Glass Express Ltd T/A Gx Glass. Units 1 & 2 Brunswick Road, Cobbs Wood Industrial Estate, Ashford, Kent TN23 1EL. Also at Unit W, Lymgne Industrial Estate, Lymgne, Kent, CT 21 4LR. Also trading as Gx Glass.

“**Customer**” shall mean any person, firm or company to whom the Company supplies Product(s) and/or Services whether directly or indirectly such as an architect acting on behalf of a client and also referred to herein as ‘you’ and ‘your’.

“**Estimate**” shall mean a document produced by the Company and issued to the Customer including specification(s) and price(s) for supply of Product(s) and/or Services to the Customer.

“**Specification**” shall mean the detailed description in words or drawings or both of any Company Product(s) supplied by the Company and as contained in any Estimate issued by the Company.

“**Order**” shall mean a document produced by the Customer and issued to the Company for the purpose of procuring supply of Product(s) and/or Services from the Company.

“**Product(s)**” shall mean plain or backpainted and / or laminated, and /or magnetically receptive and / or printed and / or toughened or annealed which are supplied by the Company (this list is not exhaustive).

“**Services**” shall mean only services related to Product(s) or Specifications supplied by the Company.

“**Site**” shall mean the particular address or building(s) or specific location(s) within a building or buildings to which Goods and/or Services are supplied by the Company to the Customer.

“**Clause**” shall mean clause of these Terms and Conditions unless the context shows a contrary meaning.

## 2. General

- 2.1 The Terms shall apply to all glass Product(s) manufactured supplied installed or delivered by the Company to the Customer, related hardware or fixing materials will be subject to the warranty of the hardware or fixing materials manufacturer.
- 2.2 The Terms set out the entire agreement between the Company and the Customer. All Orders are placed under these Terms alone and no variation to any Clause shall be applicable unless agreed by a Director of the Company in writing prior to the Company’s acceptance of the Order.
- 2.3 The variation by the Company of any single Clause or multiple Clauses of the Terms does not imply the waiving of any other Clauses or the rights conferred thereby.
- 2.4 These Terms and Conditions exclude any other terms and conditions inconsistent therewith which a Customer may seek to impose on the Company, whether such other terms and conditions are submitted with an Order or issued to the Company at any prior or subsequent time to the issue of an Order and/or which may purport to exclude or supersede any Clause by way of alternative wording in any offer acceptance or counter offer made by the Customer.
- 2.5 If either party has a right conferred by the other party’s failure to comply with any obligations under the Terms and elects to delay exercising that right, such delay is not a waiver of that right or any other right.
- 2.6 It is the responsibility of the Customer to familiarise themselves with these Terms. No claims will be accepted by the Company for any failure of the Customer in this regard.
- 2.7 The failure of any Clause or Sub-Clause of these Terms in law shall not invalidate the remaining Clauses or the provisions thereof which will continue to apply and remain enforceable to the maximum extent permitted by law.

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2.8 These Terms are governed exclusively by the laws of England and Wales irrespective of where the Product(s) and / or Services destination. In the event of any dispute, all parties agree to the sole jurisdiction of the English courts.

### 3. Estimates

- 3.1 Estimates prepared by the Company are based on our interpretation of the drawings and/or written description provided by the Customer or the Customer's representative. It is the responsibility of The Customer to check the Estimate for accuracy and no claims will be accepted for any failure to check the documentation.
- 3.2 Estimates will include a lead-time for manufacture which is, as far as we can determine from the information available to us at the time including the Company's prevailing workload, an accurate indication of how long we expect your order to take from receipt of order and / or survey to completion and your final receipt - being either Collection, Delivery or Installation. The Company shall use all reasonable endeavours to supply the Product(s) within the estimated lead-time but from time to time circumstances outside our control may delay completion and your final receipt.
- 3.3 The submission of an Estimate by the Company shall not to be construed as a recommendation that the prevailing Site conditions are suitable for the fitting of any product offered by the Company. Responsibility for assessing Site suitability rests absolutely with the Customer and no claims will be accepted for any failure to undertake this assessment.
- 3.4 All installation based Estimates are issued subject to Survey and/or Templating. We may need to amend our Estimate prices if it becomes evident at Survey that the nominated product is not suitable for the particular installation or if there are substantive differences between dimensions on Site and those detailed in the Estimate.
- 3.5 Estimates may include an allowance for taking Site measurements or production of Templates by the Company. Should any Order be issued subject to the provision of Site dimensions or Templates by the Customer, the Company accepts no responsibility for the accuracy of those dimensions or Templates or for the fit of the glass when delivered to Site. All costs incurred in replacing any glass that has been produced to dimensions or Templates provided by the Customer are recoverable by the Company, including for any necessary re-measure, production of new Templates and Installation costs.
- 3.6 All estimated rates for installation are based on all works being carried out during normal working hours, being 8.00 am to 4.00 pm - Monday to Friday. Any work requested outside these hours will be charged as overtime and there will be a surcharge to the estimate prices.
- 3.7 Where estimates include a provision for Installation of any Product(s) by the Company, the Installation price is based on normal Site conditions and continuous uninterrupted working. If we encounter site conditions we could not have anticipated at time of Survey, such as incomplete adjacent fixtures finishes or surfaces, or other trades working in the same space whilst we are attempting to install the glass, which subsequently extends the time for Installation or requires a return visit to complete the work which could otherwise have been completed, the Company will surcharge the Installation with an amount not exceeding the original Installation charge.
- 3.8. All shapes notches, drilling and cut-outs in the glass are offered subject to feasibility and manufacturing tolerances at time of manufacture.
- 3.9 All Estimates are subject to these Terms and are open for acceptance for a period of 15 days only from the date thereon unless previously withdrawn.

### 4. Orders

- 4.1 Orders are to be made in writing, are to be on official letterhead or purchase order and must clearly display the estimate number to which the Order relates and also include full details of the Customer.
- 4.2 Any Order is subject to acceptance by the Company.
- 4.3 Correspondence regarding particular Orders will only be sent to The Customer or their nominated representative
- 4.4 As soon as possible, after receipt of an Order by the Company, an Order Acknowledgement will be sent to the Customer.

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- 4.5 The Order Acknowledgement is issued subject to Survey and/or Templating as per Clause 3.4, if installation required.
  - 4.6 Verbal Orders or verbal variations to Orders will not be accepted under any circumstances.
  - 4.7 Changes to any Order must be confirmed by the Customer in writing. Manufacture will not commence until any alterations, including any revised costing, have been formally accepted by the Customer and any additional deposit or pro forma payment has been made.
  - 4.8 The placing of an Order will be deemed to be an acceptance of these Terms and any other terms contained within the applicable Estimate.

## 5. Customer's Obligations

- 5.1 To enable the Company to perform its obligations under these Terms, the Customer shall:
  - 5.1.1 Fully cooperate with the Company;
  - 5.1.2 In a timely fashion provide the Company with any information requested or reasonably required by the Company;
  - 5.1.3 Obtain all necessary permissions and consents which may be required before the commencement of the Services and / or manufacture of the Product(s); and comply with such other requirements as may be set out in the Estimate, these Terms or otherwise agreed between the parties.
- 5.2 The Customer shall be liable to compensate the Company for any expenses incurred by the Company as a result of the Customer's failure to comply with any aspect of Clause 5.1
- 5.3 Without prejudice to any other rights to which the Company may be entitled, in the event that the Customer unlawfully terminates or cancels the Product(s) and / or Services detailed in the Estimate and agreed to in the Order, the Customer shall be required to pay to the Company as agreed, damages, and not as a penalty, amounts as detailed in Clause 13, and the Customer agrees this is a genuine pre-estimate of the Company's losses in any such case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 5.1 shall be deemed to be a cancellation of the Product(s) and Services and subject to the payment of the damages as set out in this Clause.
- 5.4 In the event that the Customer or any third party, not being a sub-contractor of the Company, shall omit or commit any act or thing which prevents or delays the Company from undertaking, complying with or completing any of its obligations under the Terms, then the Company shall notify the Customer as soon as possible and:
  - 5.4.1 The Company shall have no liability in respect of any delay to the completion of any project.
  - 5.4.2 If applicable, the timeframe for the project will be modified accordingly; the Company shall notify the Customer at the same time if it intends to make any claim for additional costs.

## 6. Product Specifications

- 6.1 The Product(s) shall be required only to conform to the Specification in the Estimate. For the avoidance of doubt, no description, specification or illustration contained in any product brochure or leaflet or other sales or marketing literature of the Company and no oral representation or statement shall form part of these Terms.
- 6.2 In the event of any change to Product specification or substitution of any materials or components or variations to quantities or dimensions by the Company, any such change substitution or variation will not materially affect the performance of the Product(s) and the substituted materials or components will be of a quality equal to or superior to those originally specified.

## 7. Alterations to the Specifications

- 7.1 The parties may at any time mutually agree upon a revised Specification for any proposed Product(s). Any alteration in the scope of Product(s) and/or Services to be provided under the Terms shall be set out in a revised Estimate or other contract document which shall reflect the changed Product(s) and/or Services, the price change and any alteration to the delivery or installation date.
- 7.2 The Customer may at any time request alterations to any Specification by notice in writing to the Company. On receipt of the request for alterations the Company shall as soon as possible but within a maximum of five (5) working days advise the Customer by, notice in writing of the effect of such alterations, if any, on the price and delivery date.

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- 7.3 Where the Company gives written notice to the Customer agreeing to perform any alterations to the Specification, the Customer shall, as soon as possible but within a maximum of five (5) working days of receipt of such notice, advise the Company by notice in writing whether or not it wishes the alterations to proceed.
  - 7.4 Any such agreed changes, including to price and delivery date, will be performed by the Company under these Terms and paid by the Customer as if part of the original agreement

## 8. Survey & Templating

- 8.1 Surveys and/or Templating visits will only be booked after receipt of an official Order and payment of the deposit or pro-forma invoice (where applicable) has been received.
- 8.2 The Company will endeavour to carry out a Survey visit within five (5) working days of being notified that the Site is ready for Survey or Templating. The Customer or an authorised representative must be present during Survey who can discuss and agree any changes that may be required to the Specification of the Product(s).
- 8.3 Surveys are undertaken and/or Templates produced to enable manufacture of the Product(s). Specifically, the Survey is to measure the Site for the glass. Our Surveyors may be able to offer advice with respect to particular fixing details alignments and surface finishes but not with respect to the specific construction or integrity of any related fixtures or walls and the Company shall have no liability in this regard.
- 8.4 All Templates must be approved by The Customer before any manufacture is undertaken. It is the responsibility of the Customer to ensure that an authorised representative approves the Templates. The Company will not be responsible for any delays occasioned by the failure of the Customer to approve Templates and delays may be incurred if we need to wait for this process to be completed.
- 8.5 Surveys and/or Templating can only be carried out when all related fixtures and fittings: appliances, cabinets, electrical switches and sockets, telephone points, utensil racks, and (where applicable) worktops and taps (kitchen); bath and wall-mounted brassware and/or showerhead, bathroom accessories, shaver sockets, shower tray and all shower fittings, plus any fitted bathroom furniture (this list is not exhaustive) are in place to at least first fix stage and wall surfaces are prepared or completed . The Company will not estimate or 'guess' the position of any fixture. Manufacturer's templates should be made available to the Company for sink and basin cut-outs in glass worktops.
- 8.6 It is the Customer's sole responsibility to ensure suitability and readiness of the Site for Survey. If the Company is instructed to attend Site for the purpose of carrying out a Survey or to produce Templates and the required fixtures and/or surfaces are not in place or completed, a further charge will be made for the return visit to carry out the Survey in due course.
- 8.7 If any fixtures or fittings as detailed in Clause 8.5 are moved or wall surfaces changed once Templates have been produced the Company will charge for a further Survey visit to produce new Templates and for any glass panels that have to be remanufactured plus any extra installation costs. The additional costs will be advised to the Customer and will require formal agreement before any additional works are undertaken.

## 9. Manufacture

- 9.1 The normal lead-time for manufacture of the Product(s) is dependent on the Product Specification and the Company's prevailing workload. The number of processes involved in the manufacture will affect the lead-time and more detailed or complex Product(s) will take longer. The Company will not guarantee a delivery date for any Product(s).
- 9.2 It is the responsibility of the Customer to consider our stated lead-times and to plan their works programme and schedule accordingly. The Company will not be held responsible for delays to or problems of scheduling where the lead-time falls outside your completion date or where the time you have allowed for the project has not considered our lead-time. In the Company's experience 'rush jobs' are more prone to error and generally take longer.
- 9.3. No manufacture will commence until all paperwork is finalised. Samples of required colours and finishes must be signed off and agreed prior to manufacture. Changes to glass specifications or colours after Survey will extend the lead-time and may affect the cost
- 9.4 Some specialised Product(s) may take longer to produce than indicated initially on the estimate. Most Product(s) supplied by the Company are manufactured in house, however we use other suppliers for certain product(s). These suppliers will have provided an indicative lead-time when we received your enquiry but

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9.5 Time for manufacture of any bespoke glass Product(s) is not of the essence.

## 10. Colours & Finishes

10.1 The Company can generally match any NCS, Dulux, Pantone or RAL colour with their water based paint system

10.1.1. Some colours may require special mixing which will attract a small surcharge. We also offer a colour matching service at additional cost.

10.1.2. The Company will use all reasonable endeavours to match as closely as possible any requested colour. We will also supply colour samples for approval prior to manufacture of any colour-backed glass Product.

10.1.3. Small glass samples will appear slightly lighter than the finished Product(s) due to extra light onto the coloured surface through the edges of the glass. Samples and finished Product(s) will also be different from our paper printed colour charts, due to the different processes involved.

10.2 The Company can generally match a limited range of CMYK colours using its ceramic printing system.

10.2.1. Some colours or finishes may require special pre-mixed inks which will attract a small surcharge. We also offer a colour matching service at additional cost.

10.2.2. The Company will use all reasonable endeavours to match as closely as possible any requested colour. We will also supply colour samples for approval prior to manufacture of any printed glass Product.

10.2.3. Small glass samples will appear slightly lighter than the finished Product(s) due to extra light onto the coloured surface through the edges of the glass. Samples and finished Product(s) will also be different from our paper printed colour charts, due to the different processes involved.

10.3 The Company offers two main glass types for colour-backed glass Product(s): standard clear float glass containing iron particles giving the glass a slight green tinge and low iron or glass which is almost completely clear. The green colour of standard float glass will alter the finished appearance of any applied colour coating; low iron glass will give much greater colour purity of the finished Product(s).

10.4 Colours are affected by lighting. Adjacent panels lit differently may appear to be different colours. We strongly recommend that samples are viewed under final lighting conditions as far as possible.

## 11. Delivery

11.1 When all Product(s) which are the subject of an Order have been manufactured the Company will contact the Customer or the Customer's representative to arrange Delivery (supply-only Orders) or Installation. Split deliveries are not normally possible to avoid loss or damage to individual items or components left on Site. The Company may at its sole discretion decide to undertake part deliveries under certain circumstances.

11.2 All deliveries for supply-only Orders are chargeable at the rate shown in your Estimate. No delivery charge is usually payable when the Company is also undertaking installation of the Product(s).

11.2.1 Customers may collect supply-only Product(s) ex-works at their own risk.

11.3 Specific delivery times are not available for general delivery, although we will generally indicate AM or PM to assist your planning. Many factors outside our control affect delivery times and we cannot guarantee to meet our scheduling although we can arrange for our drivers or installers to contact you when in close proximity for you to make arrangements for access. The Company does not accept liability for any costs or damages including direct indirect or consequential losses arising out of late delivery of any Product(s) whether such delivery is by our own transport or third party delivery.

11.4 Deliveries will be made to the Site address unless previously advised otherwise. Late changes to the delivery address may affect the pre-arranged delivery date and can incur additional costs.

11.5 The Customer must give the Company at least two (2) days' notice (our transport) or five (5) days' notice (third party delivery) if a pre-arranged delivery date needs to be changed. Failure to meet this provision will result in an additional delivery charge which must be paid before a further delivery date can be arranged.

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- 11.6 Where Product(s) are available for delivery and The Customer wishes to delay delivery by more than five (5) working days we will store the goods at your risk. The balance of the Order value minus the installation charge then becomes due and payable. The Company will undertake to store deliverable Product(s) for up to one (1) calendar month from the original delivery date and reserves the right to charge storage fees at a daily rate dependant on the size and value of the stored Product(s). Any such storage charge must be paid before the Product(s) can then be released from our warehouse for delivery.
- 11.7 It is the responsibility of the Customer to provide adequate handling time plus easy and close access and safe secure storage space on Site for the Product(s). For supply-only Orders a Delivery Note will be sent which must be signed by an authorised signatory to confirm safe receipt of the Product(s). If no authorised signatory is available the Product(s) will be returned to the Company's warehouse and a further delivery must be arranged which will incur an additional delivery charge.
- 11.8 All risk in the Product(s) shall pass to the Customer upon delivery.
- 11.9 The Product(s) must be:
- 11.9.1 Inspected on delivery or at collection and any damages and/or shortages identified to the driver and detailed on the Delivery Note in writing. No shortage, faulty or damaged goods claims will be recognised unless identified to the driver at time of delivery. 'Not checked' on the Delivery Note is not acceptable in the event of a subsequent claim.
- Or
- 11.9.2 Checked within 24 hrs where large volumes of Product(s) are delivered, making delivery checking unfeasible, any damages and/or shortages must be identified within 24 hrs of receipt and the Company notified in writing. No shortage, faulty or damaged goods claims will be recognised unless identified to us within this period. 'Not checked' on the Delivery Note is not acceptable in the event of a subsequent claim, and no communication received after 24 hrs is also not acceptable in the event of a claim.
- Or
- 11.9.3 Where Product(s) are due to be delivered overseas customers are responsible for insurance of their overseas deliveries; a representative of the Customer must attend site and approve the Product(s) prior to them being sealed in a packing case, and signing for receipt of Product(s) prior to them being handed over to the third party who will be delivering the Product(s). The Company does not accept liability for any costs or damages including direct indirect or consequential losses arising out of mishandling of the Product(s) by third party.
- Or;
- 11.9.3.1 Where Product(s) are due to be delivered overseas customers are responsible for insurance of their overseas deliveries; If a representative is not able to attend then photographs of each Product(s) will be submitted by the Company to the Customer prior to them being sealed in a packing case. The submission of images to the Customer will act as approval of the product(s) and receipt of Product(s) prior to them being handed over to the third party who will be delivering the Product(s). The Company does not accept liability for any costs or damages including direct indirect or consequential losses arising out of mishandling of the Product(s) by third party.

## 12. Installation

- 12.1 All Installations will be scheduled during normal working hours, being 8.00 a.m. to 4.00 pm Monday to Friday. Any works requested to be undertaken outside of these hours will be charged at out of hour's rates, unless specifically detailed otherwise in the Estimate or any subsequent documentation and agreed by the Company. All requests for out of house rates must be in the form of a written site instruction from the Customer submitted prior to any additional out of hours' time being worked. Weekdays will be on day rates at time and a half per hour; Saturday will be charged at time and a half per hour all day, with a minimum chargeable time of 5 hours; Sunday will be charged at a Minimum of 8 hours charged at double time per hour.
- 12.2 The time allowed for any Installation assumes normal Site conditions. If we encounter site conditions at Survey or Installation that we could not have anticipated at time of Estimate, such as fixing through stone or vitrified tile wall cladding (this list is not exhaustive) which extends the time for Installation or requires specialist equipment for the Installation, the Company reserves the right to surcharge the Installation price.

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- 12.3 The time allowed for any Installation assumes free and uninterrupted access to the Site. Additional time on Site to complete an Installation due to factors outside the control of the Company will be chargeable, including where other trades are working in the same space whilst we attempt Installation.
  - 12.4 The Company does not accept responsibility for any cables, water pipes or other services that may be present in any walls surfaces or fixtures to which we are fitting or fixing glass. Any damage that may be occasioned to these services is the sole responsibility of the Customer and if as a result of any such damage the Installation has to be delayed or aborted additional Installation charges will be applied.
  - 12.5 The Company does not undertake any electrical or plumbing work. Prior to Installation, all electrical fittings must be removed from the walls and the cables isolated; water supplies must be turned off and all fittings removed. Should we arrive on Site to find that this has not been undertaken the Installation will not proceed and a further full Installation charge will be applied.

### 13. Cancellation

- 13.1 All the Product(s) supplied by the Company are made to the Customers Specification and are therefore bespoke. Once an Order is placed and accepted by the Company there is 'No Right' to Cancel'. Cancellation of any Order prior to manufacture will result in forfeiture of any deposit paid, or a percentage handling fee of the pro-forma or final invoice. In the event that Product(s) have been manufactured the Company will require payment in full in accordance with the Order value, less any Installation charge for installation jobs.
- 13.2 For the avoidance of doubt, manufacture will be deemed to have commenced within 48 hours of Survey or receipt of Order (supply only).

### 14. Prices

- 14.1 All prices for supply of Product(s) and Services are those ruling as at the Estimate date.
- 14.2 Unless stated otherwise in writing, all Product prices quoted are net, exclusive of VAT and in the case of supply- only Product(s) ex works. Where any taxable supply for VAT purposes is made by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Product(s) at the same time as payment is due for the supply of the Services or Product(s).
- 14.3 The Company reserves the right at any time prior to Order to adjust prices to take account of any increase in the cost of raw materials or labour or currency fluctuations affecting the cost of imported materials or services. accessories, shaver sockets, shower tray and all shower fittings, plus any fitted bathroom furniture (this list is not exhaustive) are in place to at least first fix stage and wall surfaces are prepared or completed . The Company will not estimate or 'guess' the position of any fixture. Manufacturer's templates should be made available to the Company for sink and basin cut-outs in glass worktops.

### 15. Payment & Payment Terms

- 15.1 The Customer shall pay the price for the Product(s) and/or Services supplied at the price detailed in the Estimate and in accordance with the payment terms detailed therein. If no price is quoted, the price is as set out in the Company's published price list as at the date of delivery.
- 15.2 Settlement of pro-forma or deposit invoices are required prior to arrangement of Survey and instruction to manufacture (where applicable). The Customer agrees to accept and pay interim invoices/applications as work proceeds as stipulated by the Company. Balance invoices are due for payment upon application, unless expressly agreed otherwise in writing by a Director of the Company prior to Installation.
- 15.4 The Company may offer a 30-day end of month account to qualifying resellers. For account Customers, payment is due within 30 days end of month from receipt of invoice following Delivery of any Product(s) or completion of any Installation. The Company shall be entitled to charge interest on any overdue invoices at 8% per annum above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 15.5 In the event of any supply by the Company of Product(s) and Services for which staged or periodic payment terms have been agreed, the Company reserves the right to halt or delay supply without penalty in the event that any such staged or periodic payments become overdue.
- 15.6 Time for payment shall be of the essence.

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- 15.7 Part payments will not invalidate any Clause of these Terms or any rights conferred on the Company thereby.
  - 15.8 The Customer shall pay all amounts due to the Company in full without any set-off, counterclaim, deduction or withholding except as required by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

## 16. Title & Risk

- 16.1 Notwithstanding the earlier passing of risk (Clauses 10.6 and 10.8), title in the Product(s) remains vested in the Company and shall not pass to the Customer until the Company has received payment in full of all amounts due, including any applicable interest and costs. Until the passing of title, the Customer shall hold any Product(s) received as Bailee for the Company.
- 16.2 The Company may at any time before title passes and without liability to the Customer repossess dismantle use or sell any or all of the Product(s) and by doing so thereby terminate the Customer's right to hold, use, sell or in any other way deal in the Product(s). For this purpose or for determining what Product(s) if any are held by the Customer or to inspect any such Product(s), an officer or authorised representative of the Company may enter any premises of or occupied by the Customer without penalty.
- 16.3 Unless stated elsewhere to the contrary, risk in any Product(s) passes to the Customer on Installation, Delivery or collection from the Company's premises as the case may be.

## 17. Warranty

- 17.1 All Product(s) and their component parts supplied by the Company are generally warranted free from defects in workmanship, or materials for a period of 2 years from date of Delivery or Installation.
  - 17.1.1 Plastic sealing profiles fitted to glass shower screen Product(s) carry a 12-month warranty only. After that time, replacements can be supplied for a nominal charge.
  - 17.1.2 Shower enclosure Product(s) are not 100% leak-free. Water, especially pressurised water sprayed directly on hinge and seal components may leak.
- 17.2 The Company warrants that the Services performed under these Terms shall be performed using reasonable skill and care and of a quality conforming to generally accepted industry standards advised to the Customer and will require formal agreement before any additional works are undertaken.
- 17.2 The Company warrants that the Services performed under these Terms shall be performed using reasonable skill and care and of a quality conforming to generally accepted industry standards and practices.
- 17.3 Except as expressly set out in these Conditions, all warranties, conditions and guarantees relating to the Product(s) and the Services and all obligations of the Company connected therewith, whether express or implied by statute, law, custom or otherwise are, to the fullest extent permitted by law, excluded from these Conditions.
- 17.4 No warranty will be enforceable until the Company has received full payment for Product(s) installed as detailed on any invoice.
- 17.5 All Product(s) and their component parts supplied by the Company are manufactured to current manufacturing standards.

## 18. Limitation of Liability

- 18.1 To the fullest extent permitted by law, the Company shall have no liability for any of the following:
  - 18.1.1 Product defects resulting from fair wear and tear, neglect, accident, improper use or use contrary to any instructions, warranties, operation and maintenance guides, or advice provided by the Company.
  - 18.1.2 Any Product(s) not installed by the Company.
  - 18.1.3 Product(s) that have been adjusted modified or repaired in any way other than by the Company's own installers.
  - 18.1.4 Suitability of the Product(s) for any particular use or conditions, whether or not any such use or conditions were known to the Company.
  - 18.1.5 Substitution by the Customer of any items, materials or components not forming part of the Product Specification produced by the Company.



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- 18.1.6 Substitution of any Product(s) or parts thereof provided always that any such substituted materials or components do not materially affect the characteristics or performance of the Product(s) and that any such substitution is of equal or higher quality to those originally specified.
- 18.1.7 The accuracy of any dimensions or templates supplied to the Company by the Customer.
- 18.2 Subject to clause 18.4, in no event shall the Company be liable to the Customer for any direct indirect or consequential loss or damage whatsoever arising from any negligence or breach of any statutory or other duty or resulting from or in connection with the performance alleged performance or failure to perform by any of the Company's employees, agents or sub- contractors under these Terms except where expressly stated to the contrary.
- 18.3 The Company's total liability to the Customer in respect of all other losses arising under or in connection with the supply of the Product(s) and Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the Product(s)/Services by the Customer.
- 18.4 Nothing in these Terms shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors, fraud or fraudulent misrepresentation, or defective Product(s) under the Consumer Protection Act 1987.
- 18.5 This Clause 18 shall survive termination of the contract for the provision of the Product(s) and Services to the Customer.

## 19. Termination

Either party may terminate any agreement under these Terms forthwith by notice in writing to the other if:

- 19.1 The other party commits a material breach of the Terms and, in the case of a breach capable of being remedied, fails to remedy it within thirty (30) calendar days of being given written notice from the other party to do so;
- 19.2 The other party commits a material breach of the Terms which cannot be remedied under any circumstances
- 19.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 19.4 The other party ceases to carry on its business or substantially the whole of its business; or
- 19.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## 20. Intellectual Property Rights

All Intellectual Property Rights produced from or arising as a result of the performance of these Terms shall, insofar as not already vested, become the absolute property of the Company and the Customer shall do all that is reasonably necessary to ensure that such rights vested in the Company by the execution of the appropriate instruments or the making of agreements with third parties.

## 21. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lockouts, accidents, war, fire, an act or omission of government, highway water or drainage authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production or supply by third parties of equipment or services and that party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

## 22. Independent Contractors

The Company and the Customer are contractors independent of each other and neither has the authority to bind the other to any third party or to act in any way as the representative of the other, unless expressly agreed in writing by both parties. The Company may, in addition to its own employees, engage sub-contractors to provide all or part of the Services being provided to the Customer and such engagement shall not relieve the Company of its obligations under these Terms or any other terms from the applicable Estimate.

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## 23. Assignment

23.1

The Customer is not entitled to assign its rights or obligations or delegate its duties under these Terms without the prior written consent of the Company.

23.2

Company may in its absolute discretion assign all or part of any invoice(s) to a third party, to whom payment must then be made by the Customer.

## 23. Notices

Any notice to be given by either party to the other may be served by email, fax, post or personal service to the address of the other party given in the Estimate or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary be proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error-free transmission report, if given by letter shall be deemed to have been served at the time the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of the post.

## 23. No Third Parties

Nothing in these Terms is intended to, nor shall it confer any rights on a third party