

TERMS AND CONDITIONS

1. GENERAL

- a) In these conditions the person signing the acceptance slip or contract is referred to as the Customer and the company who is supplying the products detailed in the schedule is referred to as 'The Company'.
- b) The customer is contracting direct with the company for the supply and installation (where necessary) of the products and services detailed and payments must be paid directly to the company.
- c) The description of the company's products and their effect is set out in the company's current literature which is freely available. No additional representation shall bind the company unless the same has been put into writing by a director. From time to time improvements and changes are made to the company's products. The customer acknowledges and agrees that he shall receive delivery of products which comply with the company's latest basic design and specification may be affected without notice to the customer provided that the product shall be of equal or greater to the customer.
- d) This contract contains all the terms and conditions agreed between the company and the customer and no variations of these terms and conditions shall bind either party unless previous agreement in writing signed by both the customer and a director of the company.
- e) No omission by the company whether by way of indulgence or otherwise of failure to enforce or delay in enforcing the company's rights here under shall be construed as a waiver of any of the company's rights.

2. SURVEY

- a) This agreement is subject to a detailed survey being carried out by the company or its agents and the company alone may as a result thereof in its absolute discretion and without ascribing any reason cancel all or part of this contract at any time to the installation commencing.
- b) If it is found during the survey that additional work is necessary which is not covered by this contract to ensure that the completed installation is up to the company's standard then the cost of such additional work will be notified to the customer before the installation commences. If the customer is not prepared to bear this additional cost, then the company reserves the right to vary the terms of its guarantee or to cancel the contract as in 2a.

3. DELIVERY

- a) The company will use its best endeavours to install the products scheduled within the period quoted to the customer, however sometimes lead times may be lengthened due to supply constraints.
- b) Notwithstanding the foregoing i) the company shall not be liable for any delay that arise from circumstances beyond the reasonable control of the company and in the event that time has been made in the essence of the contract time shall not run during any period when delay on that account is operating and ii) cancellation of any uncompleted work shall be without prejudice to the customer's liability to pay for such part of the work as has been completed.
- c) The title of the products & the ownership of the products shall remain with the company and will not pass to the customer until the total price has been paid to the company. No work will be carried out by the company under the guarantee until the total price has been paid to the company.

5. GUARANTEE

- a) All glass used shall be of good quality, but the company shall be under no liability whatsoever in respect of minor blemishes or imperfections which are not guaranteed by the glass manufacturers (not noticeable at a distance of 1.5m)
- b) The company undertakes to replace or repair free of charge any hardware product that proves defective due to faulty materials or workmanship within a period of 1 year from the date of installation.
- c) The company shall not be liable to repair or replace any item which in its opinion has suffered damage due to misuse accident or premature deterioration due to the customer's failure to satisfactorily maintain the product. The principle of fair wear will be applied in all cases.
- d) These conditions state the full liability of the company in respect of disputes and the company shall not be liable for consequential loss of any nature whatsoever including loss of earnings. No further guarantee warranty or representation is given or made as to the products or installation of them by the company or its agents.

6. LIABILITY

- a) The company shall not be liable to pay for any work carried out by any other person firm or company engaged by the customer whether by way of rectification completion to or in respect of the contract works to be performed by the company unless such an engagement shall have been agreed by a director of the company in writing.
- b) Liability whether in respect of one claim or in the aggregate arising from the installation of the company's product shall not in any event exceed the cash price stated.

7. INSTALLATION

- a) The company and its employees will do their utmost to keep any damage to a minimum, but it cannot guarantee to avoid damage to wallpaper or paintwork surrounding the installation and any redecoration because of such damage shall be the responsibility of the customer.
- b) The company will not be liable for damage of any description arising from the installation or use of the products where such damage is due to defects in the fabric of the building which existed prior to the installation of the company's products whether such damage was detected at survey or not. The company will notify the customer of any such defect if it is thought that the defect will prejudice the performance of the company's products.
- c) The company will endeavour to avoid any unforeseen incidental damage. The customer should be aware that where there may be the risk of damage to hidden cables or pipework, the customer will be liable for any resulting cost and the company absolved from any liability. This does not affect your customer statutory rights.

8. FINANCE AND PAYMENT

- a) It is hereby agreed and declared that the agreement is neither hire purchase nor a credit sales agreement
- b) Payment of the final balance is due on practical completion and inspection by the customer or its agents or on delivery of the products or any of them in the case of 'Supply Only' contracts. Payment must be by way of cash, bankers draft, cheques, debit/credit cards or money orders payable to Stainger Glass Ltd and crossed 'A/C Payee only'. The customer shall not be entitled to withhold payment by reason for any alleged minor defect which would normally be dealt with under the guarantee. If payment is not made by the customer as above on completion of manufacture or installation, interest shall accrue on the amount of payment outstanding to the company from that date to the date of actual payment at the rate of 2% per month, accruing day by day.

9. ACCESS

- a) The customer agrees to provide the company and its employees with reasonable access to the customer's premises between 8.00am and 5pm on Monday to Friday until the installation has been complete and the products paid in full. In the event of the customer failing to give the company its access to the premises for a period of twenty eight days from a request in writing by the company shall be entitled to terminate the agreement at the expiry of such period but without prejudice to its rights and liabilities hereunder and in particular to its right to receive payment for any works done or products manufactured, purchased or supplied to that date.

10. CANCELLATION

- a) Upon signing by the customer, the acceptance is a binding contract that shall be created. Details which are given and such contract shall not be subject to cancellation by the customer although the company reserves the right to cancel the contract within the conditions above and in such circumstances alone return any deposit paid in full and without interest.
- b) Without prejudice to its right to claim damages for breach of contract the company may at its sole discretion in appropriate cases agree to the cancellation of a contract by the customer upon payment to the company for all expenses incurred by it prior to the date of cancellation such an agreement to be set in writing and signed by a director of the company and countersigned by the customer.