

# CRYSTAL UNITS LIMITED

## TERMS & CONDITIONS

### 1. General

#### 1.1 How to interpret this contract

In this contract “we”, “us”, “our”, ‘the Seller’, ‘the Company’ means Crystal Units Limited Registered Offices at 100 West Hendon Broadway Hendon, London NW9 7AQ. The headings and sub-headings of these terms and conditions are for convenience only and do not form part of the contract.

#### 1.2 The Buyer &/or The Customer

Means you or the person who accepts a quotation from us for the sale of Goods and/or Services or whose order for the Goods and/or Services is accepted by us.

#### 1.3 These terms and conditions are important

Unless otherwise agreed in writing by us and except for terms and conditions implied by law (including consumers’ statutory rights), all quotations are made and all orders are accepted subject to these terms and conditions.

### 2. When is an order accepted?

2.1 Any order placed with us is subject to our acceptance even if paid for at that time and communication issued confirming receipt of your request.

2.2 We rarely do decide to decline an order but if we do so we will inform you promptly and will issue a full refund.

2.3 Where we have issued a quotation and not withdrawn it our quotation is open for acceptance within the period stated therein or when no period is stated, within 30 days only after its date.

2.4 You may communicate your acceptance of the terms and conditions stipulated in this Contract by writing to us (such communication to be sent to us via recorded delivery mail to our registered offices) or paying a full deposit to us as provided for in our quotation or you may communicate your acceptance to us verbally by telephone or in personal attendance with us.

### 3. Consumers right to cancel

3.1 If you are a consumer you may cancel your order (subject to the exceptions set out below) at any stage before, and up to Two (2) working days after, the day after the products are delivered to you by notifying us in writing; such communication to be sent to us either via recorded delivery mail to Crystal Units Limited, 100 West Hendon Broadway Hendon, London NW9 7AQ, or by fax 020 8457 4199 which facsimile transmission receipt should be followed up by a telephone call to our registered offices by you between the hours of 9.00am and 16.30pm Monday – Friday only. If you exercise this right we may ask you to return the products to us and pay for the cost of doing so.

3.2 We will refund within 30 days of cancellation any money you have paid for the products (less the cost of return carriage if this is paid for by us). Until the products are returned you should safeguard them.

3.3 For services, you may cancel (subject to the exceptions set out in below) up to seven days from the day after the date when you agreed to go ahead with the order.

### 3.4 Exceptions to the right to cancel

#### This right of cancellation does not apply:

(i) to orders for products made to your personal specifications and in particular to made to fit goods for which you have supplied the measurements which then do not fit or are not acceptable to you

(ii) to orders for on-site services and installation work to the extent already carried out or committed (after seven days from the order being agreed)

(iii) where the products have been used or damaged after receipt by the consumer

(iv) unless you have placed the order as a consumer (the cancellation right does not apply to orders placed by businesses, government or other non-consumer organisations) if the order arose from face to face contact between you and an agent or representative of our business.

### 4. Specification

#### Company specifications

4.1 Subject to clause 4.5 below all orders by the Customer will be deemed to be by reference to the Company’s Specifications.

4.2 Samples provided by the Company and details, drawings and information contained in the Company’s brochure and catalogues are illustrative only. The Company reserves the right to make alterations and modifications as it may see fit provided that the Goods supplied are reasonably commensurate with those samples, catalogues and brochure.

4.3 Any advice or recommendations given as to application or use of the Goods by or on behalf of the Company which is not confirmed in writing by the Company, is acted upon at the Customer’s own risk.

4.4 The supply of Goods by the Company will not give the Customer the right to use any patent, trade marks, copyright or designs without the Company’s prior written consent.

#### Customer’s Specifications

4.5 Where Goods are made to Customer’s specifications: -

4.5.1 the Customer undertakes full responsibility for the accuracy and suitability for which they are intended

4.5.2 the Customer will indemnify the Company against any infringement of any patent, trade mark, copyright or other intellectual property rights which arise by reason of the Company’s use of the customer’s specification.

4.5.3 the Customer will be responsible for any additional expenses incurred by the Company arising out of any error in the Customer’s Specifications.

4.5.4 the Customer will supply the Customer’s Specification within a reasonable lime to enable the Company to complete the Contract.

### 5. Delivery

When will the order be delivered?

5.1 For standard products, delivery will normally be within 30 days of receipt of order. For made to order products delivery times can vary depending upon receipt of special materials and general workload.

5.2 If we quote a delivery period longer than 30 days or later than any date requested by you, you will be required to confirm that this is acceptable and if it is not you may cancel the order in accordance with clause 3 hereof and any monies paid will then be refunded in full. Whilst we endeavour to dispatch products on time and will aim to keep you informed if there is any delay, we do not accept liability except as stated in clause 3. Delivery dates are estimates unless agreed as fixed below for any failure to deliver on the stated date or at the stated time.

5.3 Delivery will for the purpose of these Conditions be deemed to have occurred on the happening of the first of the following events:-

5.3.1 actual delivery to the Customer or to its carrier, agent or contractors;

5.3.2 collection by the Customer, its carrier, agent or contractor from the Company’s place of business; or

5.3.3 when the Company notifies the Customer that the Goods are ready to be delivered or collected and the Customer requests that delivery or collection be delayed.

5.4 In the case of defective Goods or loss in transit written notice must be given by the Customer to the Company and where appropriate to the carrier concerned within 24 hours of the defect or loss.

5.5 Where the Contract provides for delivery in installments any defects in the Goods in any such delivery will not be a ground for cancellation of the remainder of the Contract.

5.6 The Company may deliver the Goods or perform the services in advance of the quoted delivery dates and reserves the right to make part deliveries upon giving reasonable notice to the Customer.

5.7 Although the Company will use its reasonable endeavours to deliver the Goods or perform the Services at the rate and at the time quoted for delivery, it will not be liable for any loss or damage arising from its failure to do so.

5.8 Time for the delivery of Goods or performance of the Services will not be of the essence unless previously agreed by the Company in writing.

### 6. What carriage charges are payable?

6.1 Except for trade orders (above the minimum carriage-paid values) carriage charges trade orders (above the minimum carriage-paid values) carriage charges are payable by you in addition to the product prices. We will issue a quotation subject to carriage costs and will provide a firm price for carriage once the specification is fully agreed with you.

6.2 Where products are being delivered, you must ensure somebody is present to accept delivery. Should we incur a 'waiting charge' by the courier company due to you or an appointed representative not being present on delivery, the costs will be passed over and charged to you.

#### **7. What if you want to delay delivery?**

We will endeavour to comply with reasonable requests by you to delay delivery but shall be under no obligation to do so and reserve the right to charge storage charges should you be unable to take delivery as planned.

#### **8. What if the products are lost or damaged in transit?**

8.1 You should notify us promptly of any loss or damage of goods in transit. Goods should be checked upon receipt by you and any damage you have noticed to the goods must be notified to the Company forthwith and in writing. You must not under any circumstances whatsoever mark up receipts and or the delivery notes as 'goods unchecked' as your right to cancellation under the terms of clause 3 hereof will cease to apply with immediate effect.

8.2 If goods are damaged when received or do not arrive within a reasonable time of the expected delivery once we have notified you of dispatch please contact us as soon as possible so that we can arrange for appropriate rectification or replacements and take the matter up with the carriers.

8.3 In such circumstances you may either exercise any right of cancellation and full refund, which you may be entitled to under clause 3. Consumers' right to cancel or we will at our option either repair, replace or credit shortages of goods lost or damaged in transit.

8.4 Where you have arranged transport or collected the goods from our factory you are responsible for their safekeeping as soon as they have been collected and we advise that you ensure that they are insured in transit.

#### **9. Delivery dates are estimates unless otherwise agreed in writing with you.**

9.1 Any date quoted for dispatch or delivery, unless specifically described as a fixed date is an estimate only. It is calculated by reference to whichever shall be the later of the date of receipt by us of a written order to proceed or of all necessary information and drawings to enable us to put the work in hand. Time for delivery shall not be of the essence unless previously agreed by us in writing with you.

9.2 The date for dispatch or delivery shall be extended by a reasonable period if delay in dispatch or delivery is caused by instructions or lack of instructions from you or by any cause which were not foreseeable by you and us when this contract was agreed.

9.3 Delivery dates are subject to us being able to take final measurements for the product that is to be manufactured.

9.4 The goods may be delivered by us in advance of the quoted delivery date upon giving you reasonable notice

9.5 We shall not be liable for any delay in delivery of the Goods howsoever caused and you shall not be

entitled to deduct set off or counterclaim on account of any late delivery

#### **10. Defects and Use**

10.1 Save as herein expressly provided and save to the extent that the exclusion or restriction of liability may be prohibited by statute, the Seller shall not be liable for any loss of whatsoever nature or to whomsoever or whatsoever caused arising out of use of the Goods. The Buyer shall indemnify the Seller against all claims made against the Seller by a third party in respect thereof, unless otherwise agreed:

10.2 Where the Goods are rejected by the Buyer for whatsoever reason, the Seller will only accept the return of such goods provided that it receives written notice thereof within 5 working days of receipt of the Goods and provided that that the Goods are returned to the Seller within the same 5 days. Any refunds will be made at the Sellers sole discretion and the Seller shall examine and inspect the defect; establish the nature, cause and fault of the said defect. Any such refund due at the Sellers sole discretion shall be less the amount incurred by the Buyer for the delivery/carriage charges both to the Buyer from the Seller and to the Seller from the Buyer. All Goods returned must include all original packaging and manuals and must be returned in the same condition that it was dispatched to the Buyer. Any damage or loss to either the Goods, packaging or manuals will affect the amount of refund to be made.

10.3 In the case of defects or faulty workmanship in the Goods or any part thereof the Buyer shall not be entitled to receive any compensation, credit or refund in excess of that received by the Seller under any guarantee or warranty given to it by the Manufacturer or supplier thereof.

#### **11. Specifications - update of specifications**

11.1 We are constantly striving to improve our product offering and reserve the right to alter specifications at any time without notice prior to order acceptance. Use of materials and product specification is subject to amendment at any time.

11.2 On occasions we may be unable to obtain special materials and will in such cases either substitute components of at least equivalent value, functionality and appearance or, failing this, contact you to discuss how we should proceed.

#### **12. What finishes are used?**

We can supply products in various colours and finishes. Finishing will usually be stated in quotations. We do not guarantee finishing, including paintwork.

#### **13. Appearance and colours may look different than they really do**

We cannot guarantee that the appearance and/or colours of the products shown on our web site and in our brochures exactly reproduce the appearance and/or colours of the physical products themselves.

#### **14. Prices**

Prices will be quoted on all quotations issued to you. All prices quoted are valid for 30 calendar days only.

#### **15. Your obligations where we are designing and making a product to order**

15.1 Where we design and make a product to your measurements, you or a party taking measurements on your behalf should take special care to ensure that all dimensions supplied to us are accurate.

15.2 We may provide you with details of what to include in the measurement and may confirm the information supplied back to you in our quotation or confirmation.

15.3 We shall be entitled to a reasonable additional price in respect of any extra costs incurred by us if the products supplied needs to be modified and further work arises as a result of your failure to supply the correct or complete information.

15.4 We take no responsibility whatsoever in the accuracy of information supplied to us.

#### **16. Value added tax will be added where applicable**

Except where dispatch is to a non-taxable export location or where you can provide satisfactory evidence that you are a business located outside the United Kingdom, Value Added Tax ("VAT") will be added at the rate ruling at the tax point date. VAT is generally payable on all orders for shipment to non-business customers in European Union destinations though a zero rate may apply for certain new build construction work.

#### **17. Local sales taxes and import duties may apply**

Where you are outside the European Union, our quoted prices do not include local sales taxes or duties which may be payable by you on import or on receipt of the goods. It is your responsibility to ensure that any required import licenses are in your possession and that the formalities for clearing customs are taken care of.

#### **18. Your Warranty**

You the Buyer warrant that all details provided on the order form for the purpose of purchasing the Goods are correct that the credit card, bank transfers and cheques you are using and issuing are your own and that there is sufficient funds and or sufficient unused limit available to cover the costs of the Goods.

#### **19. Payment terms**

19.1 When are you due to pay?

Unless otherwise stated in the contract, payment terms for supply is full payment in advance unless stage payments have otherwise been agreed with you in writing at the time of our quotation and confirmation.

19.2 If you are a trade customer and credit terms have otherwise expressly been agreed with you, payment is due for settlement in full in the currency of invoicing strictly as agreed with you.

19.3 The payment of the price shall be the essence of the Contract. Receipts for payment will be issued only upon request. You shall not be permitted under the terms of this contract to make any deductions set offs or counterclaims against the invoice paid.

#### **20. What happens if payment is late?**

20.1 In the event that payment is not made by the you on or before the due date we reserve the right to cancel the contract, suspend performance under the contract and charge you interest on any overdue payment at the statutory

interest rate applicable to commercial debts (being the rate of 8% above the Bank of England base rate for each half year commencing on 30 June or 31 December) from the due date of payment to the actual date including any time before or after any proceedings for recovery of the debt plus any other costs recoverable under law (including reasonable debt recovery costs)

20.2 If the Customer requests delivery or collection of the Goods be delayed then he will pay all costs and expenses incurred by the Company as a result of the delay. The Company will be entitled to charge a reasonable storage charge during such period of delay. Any delay does not entitle the Customer to delay payment of the Goods.

20.3 Payment will be made by the Customer on or before the last day of the month following the date of invoice for each delivery or part delivery.

20.4 Time for payment will be of the essence of the Contract.

20.5 If payment is not received on the due date then interest will be payable in accordance with clause 20.1 hereof. Interest will be calculated on a monthly basis or part from the due date to the date of actual payment. The Company will be under no obligation to allow overdue accounts to remain outstanding notwithstanding payment of such interest.

20.6 The Customer will not be entitled to withhold payment of any amount payable under the Contract to the Company because of any claim of the Customer in respect of any alleged breach of Contract.

20.7 The Customer will not be entitled to set off against any amount payable under the Contract to the Company any monies which are not then currently payable by the Company or in respect of which the Company disputes liability under other Contracts.

20.8 Although the Company will use its reasonable endeavours to supply the precise quantity of the Goods ordered by the Customer:

20.9 the Company reserves the right to deliver and the Customer will accept delivery of up to 10% more or 10% less of the quantity ordered without any adjustment in the price and the quantity so delivered will be deemed to be the quantity ordered;

20.10 if the Company delivers less than 90% or more than 110% of the quantity ordered the Company will (at the request of the Customer) make the deficiency or accept the return of the excess (as the case may be) so that the quantity delivered falls within the margins specified in Clause 20.9.

20.11 The Company will be entitled in its absolute discretion:-

20.11.1 appropriate all payments made to it whether under the Contract under which the order is placed or under any other Contract between the Company and the Customer;

20.11.2 in the absence of any such specified appropriation by the Company (whether notified to the Customer or made by entries in the Company's accounting records) such payment will be deemed to discharge the earlier invoices first.

## 21. Errors and Omissions

21.1 If there has been a mis-calculation in price or if increased quantity has been manufactured / installed, we reserve the right to charge for this amount.

21.2 We have the right to uninstall products if payment is not made.

21.3 Errors and omissions are accepted in all company documentation, including quotations and invoicing.

## 22. Guarantee

22.1 In respect of Goods the subject of any warranty or guarantee given by the Manufacturers of the same, the Seller guarantees to the Buyer that such goods will be free from defects caused by faulty materials or poor workmanship for a minimum period of three years and in line with standard three year guarantee of the Glass and Glazing Federation. Under this warranty the Seller will, at its option, either repair or give a replacement of equivalent quality or issue credit to the Buyer for any Goods found to be defective because of faulty maintenance by the Seller or poor workmanship provided that

i) the company is notified in writing within 24 hours of the Buyer first discovering any such defects.

ii) The Goods have been used in an appropriate manner and/or as prescribed in the operating instructions (if any)

iii) The defective Goods are returned to the Seller at the Buyers expense

iv) Examination by the Seller of such Goods discloses its satisfaction that such defects exist and have not been caused by misuse, neglect, accident, improper storage installation or handling or by repair or alteration not effected by the Seller

v) The Goods not having been modified or repaired otherwise than by the Seller or otherwise interfered with and

vi) The Buyer shall pay to the Seller the cost (as certified by the Seller) of any examination of such goods as a result of which the Seller denies liability.

22.2 If any product is found to be faulty due to such defects we will arrange repair or replacement of the faulty item at our discretion. This guarantee does not cover fair wear and tear, neglect, abuse or misuse of the products, loss or damage due to fire, smoke, lightning, sunlight, weather, rusting, corrosion, theft, or explosion, accidental damage and consequential loss. Any form of finishing/paintwork is not guaranteed.

## 23. Guarantee does not apply to work carried out by others

We will not accept any liability for supplementary works agreed independently between you and any third party, including our installers. Supplementary works carried out on our products prior to our written consent invalidates the guarantee.

## 24. Your statutory rights are protected

Some jurisdictions do not allow the exclusion or limitation of certain implied warranties or liability for incidental or consequential damages, so the above exclusion or limitation may not apply in all circumstances and does not exclude any implied warranties or conditions which may not under applicable law be excluded. This limited warranty gives you specific legal rights and is in addition to any other legal rights you may have, which vary from one jurisdiction to another.

## 25. Shortages

Any shortages must be advised in writing by the Buyer to the Seller no later than 24 hours after taking of delivery, all claims will be deemed void if the shortages are reported after this time.

## 26. Dispatch

26.1 Any times quoted for dispatch are to be treated as estimates only and without prejudice, although every endeavour will be made by the Seller to adhere to them.

26.2 Quotations or offers of goods ex stock are subject to the Goods being unsold at the time of receipt of the Buyers written order. All dispatch dates are calculated from the date of acceptance of the Sellers written order.

## 27. Customer's Default and Cancellations and Rescheduling of Deliveries

27.1 If the circumstances or status of the Buyer changes for whatsoever reason, (e.g. Bankruptcy or receivership, change of name, litigation by the Seller or other parties etc) the Seller reserves the right without prejudice, to cancel or suspend trading with the Buyer including orders in progress and to demand immediate settlement in full of all outstanding invoices.

27.2 Requests by a Buyer for cancellation or amendment of any order or for the rescheduling of deliveries will only be considered by the Seller if made in writing and shall be subject to the written acceptance of the Seller or if cancelled or rescheduled at the request of the Buyer, then the Buyer shall indemnify the Seller against all loss costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation amendment or rescheduling thereof to be calculated at 75% of the value of the order.

## 28. Risk and title

28.1 When do you have responsibility for the goods? Risk, not ownership, passes to you on delivery.

28.2 When will the goods be yours?

Property in and title of the goods shall not pass to you until we have received payment and we are in receipt of cleared funds for the full price of the goods and all other goods agreed to be sold by us to you for which payment is then due. Until such time as payment has been made in full you shall hold the goods as our fiduciary agent and bailee and shall indemnify us against any loss, deterioration or damage howsoever caused and you must ensure that the goods are properly stored, protected, insured & identified as our property. We reserve the right to reclaim items not paid for in full.

28.3 Until such time as the title in the goods passes to you (and provided the goods are still in existence and have not been resold) we shall be entitled at any time to require you to deliver the goods to us and if you fail to do so forthwith we and our agent shall be permitted to enter upon any premises whatsoever and wheresoever belonging to you or any other third party wheresoever and whatsoever where the goods are stored and repossess those goods.

28.4 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain our property but if you do so all moneys owing by

you to us shall (without prejudice to any other right or remedy we may have) forthwith become due or payable.

28.5 Save as otherwise stated therein the provisions of this Clause 28 shall survive termination of this contract for any reason and in particular but without limitation by us by the acceptance or repudiation of this contract by you.

### **29. Passing of Property**

29.1 Property in the Goods will not pass to the Customer and the full legal and beneficial ownership of the Goods will remain with the Company until the earlier of the date upon which:

29.1.1 payment is received in full for all of the Goods and Services provided to the Customer under this and any other Contract;

29.1.2 the Customer sells the Goods to its Customers by way of bonafide sale at full market value.

29.2 Until property in the Goods has passed to the Customer in accordance with Clause 29.1 the Customer will:

29.2.1 maintain all appropriate insurance's and supply the Company with evidence of such insurance on demand. If any loss or damage occurs while the Goods remain the property of the Company the Customer will immediately on receipt of any insurance monies, remit to the Company the full purchase price of the Goods lost or damaged less any part already paid;

29.2.2 keep the Goods properly stored and protected and readily identifiable as the Company's property;

29.2.3 hold the Goods as the Company's fiduciary agent and bailee.

29.3 If the Customer sells the Goods in accordance with Clause 29.2.1:-

29.3.1 the Customer will as between itself and its purchaser self as principal and not as agents but as between the Company and the Customer the Customer will be deemed to act as the agent of the Company;

29.3.2 the Customer will immediately upon receipt of the proceeds of sale and whether or not payment has become due for the Goods or Services supplied, remit to the Company the full purchase price less any part which has already been paid;

29.3.3 the Customer will hold the proceeds of sale on trust for the Company and (if required to do so in writing by the Company) transfer the proceeds of such sale into a joint bank account nominated by the Company in the names of the Company and the Customer and not until the Company has received payment in full will the Customer be entitled to transfer any profit to any other account.

29.4 The Company will be entitled to immediate re-delivery of the Goods and to re-sell the Goods at any time:

29.4.1 after the due date for payment; or

29.4.2 before such date in the case of the occurrence of any of the events referred to in Clause 38.

29.5 For the purpose of exercising the rights contained in Clause 29.4 the Company will be entitled to (and the Customer grants to the Company its officers, servants and agents a

license) to enter upon the premises of the Customer during normal business hours and to remove the Goods.

29.6 The exercise by the Company of its rights against the Customer under this Clause 29 will be without prejudice to any other rights of the Company under this Contract.

### **30. Return of Goods**

30.1 You the Buyer will inspect the goods as soon after delivery as is reasonably practicable and will notify us of any shortages defects in the Goods or any other complaint in respect of them within 24 hours from the date the Goods were delivered.

30.2 SAVE IN RESPECT OF ANY SHORTAGES OR DEFECTS IF YOU THE BUYER FAIL TO COMPLY WITH THIS CLAUSE WE WILL NOT BE HELD LEGALLY LIABLE IN RESPECT OF ANY OTHER COMPLAINT WHICH SHOULD HAVE BEEN BROUGHT TO OUR ATTENTION WITHIN THIS PERIOD.

30.3 Goods will not be accepted by the Seller until a Return Material Authorisation (RMA) number is obtained and the Goods have been returned to us at the Buyers expense. All Goods must be returned in good condition and together with all parts and instruction manuals pertaining to the Goods which are being returned.

30.4 Except where provided otherwise in these Conditions, the Seller shall be under no liability of whatsoever kind howsoever caused whether or not due to the negligence or wilful default by the Seller or its servants or agents arising out of or in connection with the goods. All conditions, warranties or other terms whether expressed or implied, statutory or otherwise, are hereby expressly excluded providing that nothing in this paragraph shall exclude or restrict any liability of the Seller or its servants or agents.

30.5 In any event, the Sellers liability shall be limited to direct loss and shall not include indirect or consequential loss.

30.6 The Seller shall not be liable for the loss of or damage to software programs and /or data stored on all types of storage media, repair or upgrade of any goods whether or not the same are under warranty.

### **31. Non-standard Goods**

Unless otherwise agreed the Goods are supplied in accordance with the Manufacturer's standard specification. The Seller reserves the right to increase its quoted or listed price or to charge accordingly in respect of any orders accepted for products of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of the Goods.

### **32. Severability**

If and to the extent that any provision or any part of the provision of the Seller's standard Terms and Conditions of Trade is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant position (as the case may be) all which remaining provisions shall remain in full force and effect.

### **33. Waiver**

The waiver by the Seller or any breach of any term hereunder shall not prevent the subsequent

enforcement of that term and shall not be deemed a waiver of any subsequent breach.

### **34. Limitation of Liability**

34.1 We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you, the Buyer for any loss costs or expenses arising directly or indirectly from any delays in doing so and we will not be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of our obligations in relation to this Agreement if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing the following will be regards as causes beyond our reasonable control:

34.1.1 Act of God, explosion, flood, tempest, fire or accident

34.1.2 War or threat of war, sabotage, civil disturbance or requisition

34.1.3 Acts, restrictions regulations byelaws prohibitions or measures of any kind on the part of any governmental parliamentary or local authority

34.1.4 Import or export regulations or embargoes

34.1.5 Strikes lock outs or other industrial actions or trade disputes

34.1.6 Difficulties in obtaining raw materials labour fuel parts or machinery

34.1.7 Power failure or breakdown in machinery  
If we are prevented from carrying out our obligations in the above circumstances we will notify you in writing. If we are still prevented from carrying out our obligations 3 weeks from the date such notice was sent then either party may give written notice to the other cancelling this Agreement. If the Agreement is cancelled in this way we accept no liability to compensate you for any loss of damage caused by failure to perform.

34.2 Except where you the Buyer are dealing as a consumer (as defined in the Unfair Contract terms Act 1977 section 12) we do not give any warranty guarantee or indemnity as to quality fitness for purpose or otherwise of the Goods.

34.3 Except in respect of death or personal injury caused by our negligence we will not be liable to you the Buyer for any loss of profit or any indirect special or consequential loss damage costs expenses or other claims which arise out of or in connection with the supply of goods other than as a result of a breach of an obligation arising under the Sale of Goods Act 1979 (as amended) and the Supply of Goods and Services Act 1973

### **35. Insolvency of Buyer**

35.1 This clause 35 applies if:

35.1.1. the Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

35.1.2 an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Buyer; or

35.1.3 the Buyer ceases or threatens to cease to carry on business; or

35.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

35.2 If this clause applies then without limiting any other right or remedy available to the Seller, the Seller may cancel the contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 36. Liabilities

#### Restrictions on liability

Except to the extent that liability may not by law be limited or excluded, we, our representatives or subcontractors shall not be liable, whether in contract, negligence or otherwise, for any direct, indirect, special, incidental or consequential damages, losses or expenses of any kind. If any exclusion, disclaimer or other provision is held invalid for any reason and we, our representatives or subcontractors become liable for loss or damage that could otherwise be limited, that liability, whether in contract, negligence or otherwise, shall not exceed the amount paid by you for the product(s) which caused the loss or damage. If you are not a consumer and a fixed date is agreed for despatch or delivery, and we fail to despatch or deliver by that date or by any extended date provided by these terms and conditions, and if as a result you shall have suffered loss, we undertake to pay for each week or part of a week of delay, liquidated damages at the rate of 0.25% up to a maximum of 2.5% of that portion of the price named in the contract which is referable to such portion only of the contract goods as cannot in consequence of the delay be used commercially and effectively. We accept liability without limit for personal injury or death due to our negligence.

### 37. Liabilities and Indemnity

37.1 The Company will not be liable to the Customer for any loss or damage caused as a result at any of the following

37.1.1 Goods not being fit for any purpose (whether or not referred to in the Company's Specifications or elsewhere) it being the Customer's express responsibility to verify this itself;

37.1.2 failure by the Customer to give the Company notice in accordance with Clause 5.4 or failure by the customer to allow the Company to inspect the Goods on giving such notice;

37.1.3 alteration of the Goods by the Customer;

37.1.4 the improper installation, storage or maintenance of the Goods;

37.1.5 where the Goods are manufactured to the Customer's Specifications by the Company and the Goods prove to be defective because of:-

37.1.5.1 the designs, drawings or instructions submitted by the Customer;

37.1.5.2 the designs or drawings prepared by the Company specifically for the purpose of the Order which have been approved by the Customer;

37.1.5.3 the use of tools or other equipment supplied by the Customer.

37.1.6 by reason of any claim made against the Company or infringement of any intellectual property rights pursuant to Clause 4.5.2.

37.2 Save as otherwise provided in these Conditions of the Company's liability in respect of any defect in the Goods supplied or default in the Services performed is limited to:-

37.2.1 replacing or (at its sole discretion) repairing or paying for the repair or replacement at Goods supplied by the Company;

37.2.2 in the case of Services the cost of making good any incorrect performance.

37.3 The Company will not be liable to the Customer for any incidental or consequential damages or loss arising from a defect in the Goods or default in performing the Services other than consequential loss following directly from death or personal injury arising from the negligence of the Company or its employees or sub-contractors.

### 38. Enforcement and Termination

38.1 If before delivery is affected there arises reasonable grounds for the Company to believe that the Customer will not be able to fulfil its payment obligations the Company will have the right to demand from the Customer security for payment.

38.2 From the date of demand for security until the date security is given the Company will not be required to fulfil its obligation under the Contract.

38.3 If acceptable security to the Company is not offered within such reasonable period as may be specified by the Company the Company may terminate the Contract without further liability on its part but the Customer will be liable to the Company in respect of any losses (including loss of profit) incurred by the Company as a consequence of such determination.

38.4 No waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach of the same or any other provision.

38.5 If the Company:-

38.5.1 is in breach of any of the terms and conditions of this Contract;

38.5.2 enters into any composition or arrangement with his creditors;

38.5.3 commits any act of bankruptcy or it any petition or receiving order in bankruptcy is made against him;

38.5.4 if the Customer is a limited company and any administrative receiver or any resolution or has an order of the court made for its winding up.

38.6 The Company may delay or cancel any further Goods or Services (without prejudice to any accrued rights) and treats the Contract as determined.

### 39. Your statutory rights are not affected

THIS AGREEMENT DOES NOT AFFECT YOUR STATUTORY RIGHTS

### 40. Forms

It is hereby acknowledged by the Buyer that the only terms and conditions of trade which apply to the supply of goods by the Seller to the Buyer are those contained herein and no other.

### 41. Assignment

The Buyer agrees not to assign or transfer this Agreement or any of its rights herein without prior written consent of the Seller.

### 42. Intellectual Property

42.1 The copyright in the material contained in this website and any trademarks and brands included in that material belongs to Crystal Units Limited or its licensors.

42.2 Everything on this site is copyrighted. The copyrights are owned by Crystal Units Limited or by the original creator of the material. Except as specifically stated none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form without Crystal Units Limited's prior written permission. You may also not without our permission 'mirror' any material contained on our web site or any other server. However you are free to view, copy, print and distribute Crystal Units Limited material from this site as long as the material is used for information and non-commercial purposes only and all copies of any material include Crystal Units Limited's copyright notice. This permission terminates automatically upon the breach of any of these terms and conditions at which time any downloaded and/or material printed from our web site must be immediately destroyed.

### 43. Confidentiality and copyrights

43.1 Information we supply is our property: All drawings, documents and other information supplied by us are supplied on the express undertaking that you will not without our written consent:

(i) Give away, loan, exhibit, disclose the contents of or sell any such drawings or extracts there from or copies thereof.

(ii) Use them in any way except for the particular purpose for which they were expressly issued.

43.2 Our property is our property We at all times reserve all rights and title to design, inventions, improvements or development originated by or issued by us and you will not order products which are our copyright from any other supplier.

43.3 We are allowed to use information which you supply Where you supply a design (whether in the form of a drawing or of a graphic image file) for the purpose of an order, then, you warrant that such design belongs to you or is public domain and freely useable by us, and, unless we have agreed otherwise in writing, we shall be entitled to use such drawing for supplying other customers and for displaying generally in our catalogues, web sites and other public media

43.4 What happens if we use information you have supplied but belongs to others? You shall indemnify us from and against all actions, claims, costs and proceedings

which arise due to the manufacture of products to drawings and specifications supplied by you where it is alleged that they involve an infringement of any third parties' patent, copyright or other industrial property rights.

#### **44. Website**

44.1 We will attempt to ensure that the information available on the website at any time is accurate. However, we will not be held liable for any errors or omissions. We will use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of these.

44.2 All drawings descriptive matter and specifications of the Goods on the website are for the sole purpose of giving an approximate description of the Goods.

44.3 We may also change suspend or discontinue any aspect of the website including the availability of any features information database or content or restrict access to parts or all of the website without notice or liability.

#### **45. Sub-contractors**

We can employ subcontractors: We shall be entitled to appoint one or more subcontractors to carry out all or any of our obligations under this contract of sale.

#### **46. Force majeure**

What happens if something unforeseen happens?

Neither you nor we shall be under any liability for any delay, loss or damage to the extent it arises wholly or in part as a result of industrial action or any cause beyond our reasonable control such as acts of god, civil commotion, riots, flood, drought, fire and legislation. If any such circumstances occur we will discharge our obligations as soon as reasonably practicable after such circumstances have ceased to affect our operations.

#### **47. Privacy and security**

47.1 We will hold your information private  
We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998).

47.2 Why do we collect information from you?  
We collect information about you for 2 reasons: firstly, to process your enquiry or order and second, to provide you with the best possible service. Information is collected during the enquiry and ordering processes.

47.3 We will not pester you  
We will not otherwise e-mail you in the future unless you have given us your consent. We will give you the chance to refuse any marketing email from us or from another trader in the future. Where this has not occurred, please inform us whether you would or would not like us to contact you via e-mail.

47.4 What information do we collect about you?  
The type of information we will collect about you may include:  
• your name  
• address

- telephone number, fax number and mobile telephone number
- email address, and,
- credit/debit card details

47.5 You can check what information we hold about you  
We will never collect sensitive information about you without your explicit consent. The information we hold will be accurate and up to date. You can check the information that we hold about you by emailing us. If you find any inaccuracies we will delete or correct it promptly.

47.6 We hold information securely

The personal information which we hold will be held securely in accordance with our internal security policy and the law and the Which? Web Trader Code. If we intend to transfer your information outside the EEA (European Economic Area) we will always obtain your consent first.

47.7 We may use "cookies" on our site We may use technology to track the patterns of behaviour of visitors to our site. This can include using a "cookie" which would be stored on your browser. You can usually modify your browser to prevent this happening. The information collected in this way can be used to identify you unless you modify your browser settings.

47.8 Contact us if you have questions or comments about privacy. If you have any questions/comments about privacy, you should contact us at: Crystal Units Limited, 100 West Hendon Broadway Hendon, London NW9 7AQ Telephone: 020 8457 4188, Fax: 020 8457 4199 or by email at: info@crystalunits.com

47.9. Site content and disclaimers The website is designed for general information only. We have used reasonable care and skill in compiling the content of our website but make no warranty, express or implied, as to the nature or accuracy of any material on the website and cannot accept liability for any particular material on the website or as a result of the use of or reliance placed upon information contained within its website. We do not accept responsibility of content displayed on external websites where a link has been placed on our own website.

#### **48. THIS DOES NOT AFFECT A CONSUMERS STATUTORY RIGHTS.**

#### **49. Comments and Questions**

If you have any comments or questions regarding our Privacy Policy, please contact us at info@crystalunits.com WHILE WE CANNOT GUARANTEE PRIVACY PERFECTION, we will address any issue to the best of our abilities as soon as possible.

#### **50. General**

50.1 We may from time to time change alter adapt add or remove portions of these terms and conditions but if we do so we will post any such change on the website.

50.2 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the

other provisions of this Agreement and the remainder of the provision in question will not be affected.

50.3 The headings in this Agreement are for convenience only and will not affect their interpretation.

50.4 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

50.5 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

50.6 Any dispute arising under or in connection with the Contract or the sale of Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of in accordance with the rules of Glass & Glazing Federation.

#### **51. Legal construction**

What happens if part of these terms and conditions are unenforceable? If any part of these terms and conditions is found to be unenforceable as a matter of law, all other parts of these terms and conditions shall not be affected and shall remain in force provided that the contract is capable of continuing in existence without such unenforceable part.

#### **52. Our contract is in English**

52.1 The English language will be used for the conclusion and interpretation of this contract.

52.2 English law applies  
These terms and conditions are governed and shall be interpreted in accordance with English law and any disputes hereunder shall be heard in the English courts and the parties hereby submit to the non-exclusive jurisdiction of the English Courts for all purposes arising in connection with these conditions

#### **53. Queries and Complaints**

53.1 We aim to respond to e-mail faxed and written queries within 24hrs. Our customer services can answer your telephone queries Monday to Friday between 9.00am and 5.00pm.

53.2 In respect of complaints we will consider the nature of the complaint and we will contact you within 21 days of the complaint giving you the result of the enquires and what we propose should be done.

53.3 As a subscriber to the Which? Code of Practice for Web Traders we will work with the Which? Legal Service to solve problems. If you are a subscriber to Which? Online you are entitled to free legal advice and help from them in the event of having an unresolved complaint against us. WE suggest that you visit the 'What the Scheme means for Consumers' page at Which's website by clicking on this link.

# PLEASE NOTE CONDITIONS BELOW:

**Basis of Quotation** - This quotation is based on the information provided by the customer at the time of quoting. Where there is insufficient information regarding quantities, size & shape of units Crystal Units assumes rectangular units of a standard size (1.5m<sup>2</sup>). Crystal Units reserves the right to amend the price where the quantities, size or shape of the units differ from these assumptions. This quotation is subject to review on receipt of finished sizes and quantities. Any additional costs incurred by Crystal Units as a result of order modifications will be passed on to you and may cause delay in manufacture and delivery. Any changes must be agreed by both parties in writing before proceeding with the order.

**Lead Times** - Actual lead times will be confirmed on receipt of order. If you require up-to-date lead time information please contact our Estimators.

**Quality marks** - Glass supplied will have the relevant quality mark applied, dependent on the BS EN standard compliance that is required. Crystal Units reserve the right to mark, amend or change the location of the marking, even when the glass has been ordered without any such marking. Such changes give no reason for any claim and will not be accepted as grounds for rejection nor replacement.

**Standards** - Units are manufactured to BS EN1279 with a minimum sight line of 12mm and carry a five-year warranty against failure from receipt of goods. A full unit manufacture specification is available upon request.

**Heatsoaking** - Heatsoaking is to the BS EN14179 standard of 4 hrs.

**Thermal Safety Check** - We strongly recommend a thermal safety check on all solar control, high performance and laminated glasses.

**Silicone Seal** - Is a Dow Corning Q 3362 two part silicone seal (colour black) with a standard edge bite thickness of 5mm unless otherwise stated. Dow Corning 993 two part silicone seal (colour black) is used for all aluminum bonding of which detailed drawings are provided by the customer.

**Argon Gas Filling** - Our performance/standard is 90% argon gas filling and u-values are calculated on this basis.

**Oversized units** - Units over 3100mm in any dimension will be charged at a premium

**Rollerwave and Bow** - Where possible and if requested by the customer we would ensure that the rollerwave is uni-directional. Please note that if both dimensions exceed 2400mm

we cannot guarantee that the rollerwave will run in the direction required. Oversize units incorporating 6mm toughened glass may be susceptible to more severe rollerwave distortion.

**Minimum sizes** Toughened/Heat Strengthened diagonal length 250

**Maximum sizes** Annealed 2000x1500mm (glass thickness depending) Toughened/Heat Strengthened 2400 x 4200mm

**Screen-printing** - Where screen-printed glass is supplied, screens will be retained for 6 months after the last bulk delivery, and within this 6<sup>th</sup> month period replacements will be supplied at the contract rate. After the 6 month period additional screen costs and set up charges will apply. Screen-printed units will be charged at a minimum area of 0.5m<sup>2</sup>.

**Painted & Fired Panels** - Painted & Fired Panels MUST be used with a "back-up" wall behind. They are manufactured in accordance with BS EN 12600 however cannot be quality marked due to the manufacturing process. Painted & Fired orders must be identified with a corresponding RAL or BS number only (colour descriptions not acceptable).

**Toggles units:** Please note all toggled units will be priced PLM on all four sides regardless of any of your requirements.

**Templates:** All Template are measured and digitally stored, if template measuring is required this will extend the lead-time by a minimum of 5 working days.

**Leads and Georgian** work will be carried out in accordance to layouts supplied by the customer, if no layouts are received via customer than all work will be carried out to Crystal Units standard layouts.

**Order Amendments** - Any amendments requested by a customer must be in writing. Any

products that have already been ordered from our suppliers or processed internally will be charged accordingly. Delivery dates may change subject to the amendment requested and the status of order within production.

**Packaging/Stillages** - Product will be packaged in line with Crystal Units standard packaging procedure, ie: to achieve maximum stillage utilization. Any modifications to this will be chargeable and MUST be notified to us in writing prior to manufacture - P.O.A. Wooden stillages (non-craneable) maximum gross weight 1tonne; Metal stillages (non-craneable) maximum gross weight 2.5 tonnes; Certified Metal stillages (craneable) maximum gross weight 2.5 tonnes.

**Collections;** All orders for collection must be collected within 7 days of collection date or they will be disposed, unless prior arrangement at point of order.

**Deliveries** - Any goods that are found to be defective due to quality issues, shortages or any other reason(s) must be reported in writing within 3 days of receipt of the order. After this period we will not accept liability and associated costs for replacement units. Prices are based on delivery by articulated vehicle in full loads, defined as 8 metal stillages (chargeable if not returned) or 12 wooden stillages. Delivery by alternative vehicle or with part loads will be at an extra cost. Express deliveries improving on our acknowledged delivery date will be at a premium - P.O.A.

Standard delivery times are 8.00am to 5.00pm Monday to Friday. Deliveries outside of these times will incur an additional delivery charge P.O.A. Maximum delivery waiting time is one hour. Every hour over this time will be charged at £30.00 per hour.

**We hope this is of interest to you, but should you wish to discuss any aspect of this quotation further or should you require more information, please do not hesitate to contact us on the above number.**