



PREEDY GLASS

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J. Preedy & Sons Limited: Business-to-Business Terms & Conditions of Sale

1. INTERPRETATION

1.1 The following definitions apply to this Contract:

Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Conditions:	these terms and conditions as amended from time to time in accordance with clause 13.7.
Contract:	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Customer:	the person or firm who purchases the Goods and/or Services from the Supplier.
Delivery Location:	as set out on the Quote/Estimate.
Force Majeure Event:	has the meaning given to it in clause 12.1.
Goods:	the goods (or any part of them) referred to on the Quote/Estimate.
Goods Specification:	any specification for the Goods, including any relevant plans, drawings or templates referred to on the Quote/Estimate.
Order:	the Customer's order to receive Goods and/or Services referred to on the Quote/Estimate.
Price:	the price for the Goods and/or Services referred to on the Quote/Estimate.
Quote/Estimate:	the quotation or estimate (as the case may be) attached to these Conditions that, for the avoidance of doubt, amounts to an invitation to treat only.
Services:	the services supplied by the Supplier to the Customer as set out in the Quote/Estimate.
Services Specification:	any specification of the Services, including any relevant plans or drawings for the Services referred to on the Quote/Estimate.
Supplier:	J Preedy & Sons Limited a company registered in England and Wales with company registration number 00372371 and whose registered office is at Stanley Works 7B Coronation Road Park Royal London NW10 7PQ.

1.2 In these Conditions, the following rules apply:

- a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- a reference to a party includes its personal representatives, successors or permitted assigns;
- a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

- These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, incorporate, or which are implied by trade, custom, practice or course of dealing.
- The Customer is responsible for ensuring that the content of any specification, drawings or templates supplied by the Customer and referred to in the Order are complete and accurate.
- The Supplier's acceptance of the Order brings this Contract into existence and the Contract shall comprise the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract. The Supplier shall provide the Customer with written acknowledgment of the Order recording the Supplier's acceptance of the same.
- Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the services and/or goods described in them. They shall not form part of the Contract or have any contractual force.

3. GOODS

- The Goods are described in the Order.
- To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with manufacturing goods in accordance with the Goods Specification including but not limited to any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification.
- The Supplier reserves the right to amend the specification of the Goods or Goods Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

The Customer shall collect the Goods from the Supplier's premises as may be advised by the Supplier within three Business Days of the Supplier notifying the Customer that the Goods are ready for collection. If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance and storage costs). If 14 Business Days after the Supplier notified the Customer that the Goods were ready for delivery and the Customer has not taken

delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and the Customer shall not be entitled to a refund. If the Order provides that the Supplier shall deliver the Goods to the Customer at the location referred to therein or such other location as the parties may agree at any time after the Supplier notifies the Customer that the Goods are ready then the Supplier may deliver the Goods by instalment and the Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5. QUALITY OF GOODS

- 5.1 To the extent that the quality of Goods is not described in the Order, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979. For the avoidance of doubt, due to the nature of certain products, sources of supply, and natural finishes, Goods may differ slightly in specification and/or colour. The Customer accepts that such slight differences are not to be considered defects or any failure on behalf of the Supplier.
- 5.2 If the Customer gives notice with 1 day of discovery that some or all of the Goods do not comply with clause 5.1 then the Supplier is to be given a reasonable opportunity to examine such Goods and if asked do so by the Supplier, the Customer is to return such Goods to the Supplier's place of business without delay. The Supplier may, at its option repair or replace the defective Goods, or refund the price of the defective Goods in full.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods. Until title to the Goods has passed to the Customer, the Customer shall store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property, shall not remove, deface or obscure any identifying mark or packaging on or relating to the Goods and maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery.
- 6.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.5 then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up all Goods in its possession which have not been irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

- 7.1 The Supplier shall provide the Services to the Customer in a proper and workmanlike manner.
- 7.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.3 The Customer may, without invalidating this Contract, issue instructions requiring a change to the Services during the period within which the Services are to be carried out. If a change is possible the Supplier will let the Customer know about any changes to the Price of the services, their timing or anything else that would be necessary as a result of the requested change. To confirm, the Supplier shall only be required to change the Services once any variation in price for the supply of Services has been agreed.
- 7.4 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services;
 - (b) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - (c) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - (d) prepare the Customer's premises for the supply of the Services; and
 - (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- 7.5 If the Supplier's performance of the services is affected by an event outside the Supplier's control then the Supplier will contact the Customer as soon as possible to notify the Customer and will take steps to minimise the effect of the delay. The Supplier shall not be liable for such delays but if there is a risk of substantial delay the Customer is entitled to contact the Supplier to end the contract and receive a refund for any services paid for but not received.
- 7.6 The Supplier may suspend the services to deal with technical problems or make minor technical changes, to update the services to reflect changes in relevant laws and regulatory requirements or to make changes to the services as requested by the Customer or notified by the Supplier to the Customer.
- 7.7 To the extent that the Services are to be supplied in accordance with a Services Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier caused by supplying the Services in accordance with the Services Specification including but not limited to any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights. This clause 7.7 shall survive termination of the Contract. The Supplier reserves the right to amend the specification of the Services or the Services Specification if required by any applicable statutory or regulatory requirements.

8. CHARGES AND PAYMENT

- 8.1 The Supplier shall be entitled to the Price and any additional sum that becomes payable under the Contract by way of Customer instruction pursuant to clause 8.3 of this Contract. Where the Price is an estimate, the Supplier shall be entitled to the final price confirmed by the Supplier to the Customer plus any additional sum that becomes payable under the Contract by way of Customer instruction pursuant to clause 8.3 of this Contract.
- 8.2 To the extent that the Supplier is required to engage a third party in connection with the supply of Services the Supplier shall be entitled to charge the Customer any expenses reasonably incurred by the third party including but not limited to travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services including materials provided by third parties and required by the Supplier for the performance of the Services.
- 8.3 The Supplier reserves the right to increase the price of the Goods and/or Services by giving notice to the Customer at any time before delivery to reflect any increase in the cost of the Goods to the Supplier that is due to:

- (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods and/or Services ordered, or the Goods Specification; or
 - (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 8.4 In respect of Goods and/or Services the Customer shall pay the Price to the Supplier in accordance with the Order and time for payment shall be the essence of the Contract.
- 8.5 If the Customer fails to make any payment due to the Supplier under the Contract by the date for payment then:
- (a) in respect of Goods and/or Services, the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. Interest under this clause 8.5 shall be a debt due from the Customer to the Supplier; and/or
 - (b) without limiting its other rights or remedies, the Supplier may withhold the supply of Goods and/or Services referred to in the Order; and/or
 - (c) without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.6 Only in circumstances where the Housing Grants, Construction and Regeneration Act 1996 (as amended) applies to the supply of Goods and Services then the due date for payment of the Price shall be the date(s) stated in the Order and the final date for payment of the Price and/or instalment (as the case may be), shall be 5 Business Days following the due date for payment. The Customer shall, not later than 2 Business days after the due date for payment, give to the Supplier a written notice (a 'Payment Notice') specifying the amount which the Client considers to have been due at the due date for payment and the basis on which that sum is calculated and shall pay the amount proposed no later than the final date for payment. If the Customer does not give a Payment Notice in accordance with this clause 8.6 then the amount of the relevant payment shall be the sum stated as due in the Order. Where the Customer intends to pay less than the amount stated as due under the Payment Notice or the sum stated as due in the Order (as the case may be) then the Customer must not later than 6 business days before the final date for payment give written notice to the Supplier (a 'Pay Less Notice') to that effect stating the amount or amounts the Customer considers to be due on the date the Pay Less Notice is serviced and the basis on which the amount or amounts are calculated. In relation to the giving of notices under this clause 8.6 it is immaterial that the amount considered to be due may be zero.
- 8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

10. LIMITATION OF LIABILITY

- 10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 10.2 Subject to clause 10.1:
- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.
- 10.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.4 This clause 10 shall survive termination of the Contract.

11. TERMINATION

- 11.1 If the Goods or the Services are cancelled, or any part of the Services are suspended for a continuous period of six (6) months, either the Customer or Supplier may by written notice to the other forthwith terminate the Contract or the performance of any part of the Services.
- 11.2 In the event of termination of the Supplier's appointment under this clause 11 the Customer shall pay to the Supplier a fair and reasonable proportion of the Price if appropriate (the Supplier giving credit for any instalments already paid) having regard to the costs incurred procuring the Goods or the Services carried out under this Contract to the date of termination and taking into account the amount, if any, of any loss of profit or similar losses caused to the Supplier by the termination by the Customer of the terms of this Agreement.
- 11.3 Termination of the Supplier's appointment or any part of the Services under this Contract howsoever arising shall be without prejudice to any accrued rights and remedies of either party under this Agreement.
- 11.4 The Customer may by written notice to the Supplier require the Supplier to suspend performance of any or all of the Services to be provided by the Supplier under this Contract. The Supplier shall take all necessary steps to bring to an end with reasonable speed and economy the performance of the suspended Services. The Supplier shall be entitled to be paid for Services performed up to the date of suspension and any such payment shall rate as payment on account towards the payments to be made to the Customer under this Agreement.

- 11.5 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - (d) the other party (being an individual) is the subject of a bankruptcy petition or order;
 - (e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - (f) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.5(a) to clause 11.5(g) (inclusive);
 - (i) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - (j) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.6 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the Customer shall return all Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 12. FORCE MAJEURE**
- 12.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 13. GENERAL**
- 13.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.2 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or fax.
- 13.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.4 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 13.6 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.7 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.
- 13.8 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).