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## Terms of Trading

### **1.0 Business Customers and Consumer Customers**

- 1.1 Masterglazing Limited ( hereinafter “Masterglazing” ) and the customer ( Business or Consumer as defined below ) hereby agree to be bound by These terms and conditions to the exclusion of any other terms and conditions, Rights, obligations or liabilities howsoever arising.
- 1.2 As stated herein some of the terms and conditions only apply to Consumer Customers and others apply only to Business Customers. Unless stated otherwise All of the terms and conditions herein apply equally to Business Customers And Consumer Customers.
- 1.3 A customer is a Business Customer if the goods or materials supplied by Masterglazing are to be used in the course of Business or a commercial venture.
- 1.4 A party to this agreement that is not a Business Customer is a Consumer Customer The statutory rights of a Consumer Customer are not affected by these terms and conditions.

### **2.0 Price**

- 2.1 Any price quoted by Masterglazing excludes VAT ( unless otherwise stated in writing ). VAT will be charged at the rate applying at the time of delivery.
- 2.2 Quotations provided by Masterglazing will lapse after 30 days ( unless otherwise stated in writing ).
- 2.3 Any price quoted by Masterglazing excludes delivery costs ( unless otherwise stated in writing or if materials are to be fixed ).
- 2.4 Masterglazing is under no obligation to carry out additional work ( not foreseen at the start of contract ) or variations to the work unless the price and details for such work are agreed in writing prior to any such work being undertaken.
- 2.5 Unless agreed otherwise in writing Masterglazing shall charge a reasonable rate for additional work or variations, where the additional work or variation is:
  - 2.5.1 necessary ( in the opinion of Masterglazing ) ; or
  - 2.5.2 carried out at the written request of the customer.

However, the rate ( including the price of goods ) may be higher than that used in the quote and must be agreed in writing before commencing those works.

## 2.6 For Business Customers Only:

2.6.1 Unless otherwise stated, the price quoted by Matserglazing is an illustrative estimate only and the price charged will be our price current at the time of delivery.

2.6.2 Rates of tax and duties on the goods will be those applying at the time of delivery.

2.6.3 At any time before delivery Masterglazing may adjust the price to reflect any increase in the cost of supplying goods or performing the work ( or any variation to the work ).

## 2.7 For VAT exempt Building

2.7.1 When claiming exempt VAT status the customer is required to provide a valid copy of the Planning Approval Notice and written confirmation that the building is VAT exempt.

2.7.2 Should this documentary evidence not be acceptable by a HMRC at a later inspection date, Masterglazing reserves the right to retrospectively recover VAT, even if a final account Certificate has been signed.

## 3.0 Delivery

3.1 All delivery, start and finish times provided by Masterglazing are estimates only and time will not be of the essence.

3.2 If the Customer accepts delivery of the goods or allows commencement or continuation of the work after the estimated delivery time, it may not terminate and will have no claim against Masterglazing for any damages or delay ( including any direct or indirect or consequential loss ).

3.3 Masterglazing may deliver the goods in separate instalments. Each instalment is treated as a Separate contract under these terms.

3.4 Masterglazing may at its absolute discretion carry out the work in stages. Each stage is treated Under a separate Contract under these terms.

3.5 Masterglazing may require the Customer to carry out preparatory work before delivery or Fixing works. The customer must ensure that people and property are adequately protected in Order to comply with any relevant safety regulations. Such Provisions must be undertaken at The expense of the customer and prior to delivery of the anticipated work.

3.6 Masterglazing may decline to deliver or carry out the work if it believes that it would be unsafe, Unlawful or unreasonably difficult to do so, or if the customer has failed to comply with clause 3.5 above.

3.7 Where Masterglazing agrees to deliver goods on a supply only basis, such delivery shall only be To the public access point of the delivery address and the Customer is responsible for any Off-loading and/or distribution around site, unless expressly agreed in writing otherwise.

3.8 Where Masterglazing agrees to install materials or goods the price quoted does not allow for Craneage or mechanical handling unless expressly agreed in writing and identified in the Quotation and/or estimate from Masterglazing.

3.9 Masterglazing may decline to deliver if the premises ( or access to them ) are unsuitable for its Vehicles and the Customer will be liable for any losses incurred as a result.

- 3.10 Where Masterglazing has already begun work and the Customer is in breach of any of the terms And conditions herein masterglazing may by way of written notice terminate the Contract and/or Suspend its works and claim from the Customer its reasonable costs as a result.
- 3.11 Glass should be stored in dry conditions and of direct sunlight, stacked upright in properly Designed racks and fully supported in a manner which prevents the glass from sagging. In no Circumstances should glass products ever be stored in the horizontal position. It should be stood On edge strips of wood, felt or other relatively soft material. Special care should be taken to Protect the glass, especially the edges, from impact damage ( Knocks, abrasions and excessive Local pressure ). Upon receipt and before glazing, each glass should be checked for damage. Damaged glass should not be glazed. Water must not be allowed to reach the edges of stacked Glass as it can be drawn between the plates by capillary action and cause damage. The glass must Be protected from site contamination such as welding, cementitious plaster products or adhesives. When glass is stored or transported there should always be some kind of protector between glass Surfaces to prevent transit damage. This should be appropriate to the product and sizes Considered. It may for example, paper, rubber pads, or lucite. When moving glass and glass Products around a site or factory, whether by fork lift crane or other mechanical means, always Bear in mind that glass remains fragile and will be broken by rough handling. Particular care Should be taken to ensure that the glass is properly fastened and secured to prevent it falling and To avoid any damage. Glass should always be handled by staff who have been properly trained In approved practice, taking into account good health and safety procedures.

#### **4.0 Risks**

- 4.1 The customer is responsible and liable for all materials and goods from the time of delivery.
- 4.2 Delivery takes place either:
- 4.2.1 At Masterglazing's premises ( if goods are being collected and transported by or on behalf Of the customer ); or
- 4.2.2 At the Customers address or site ( if Masterglazing is arranging carriage or installation ).
- 4.3 As Masterglazing's products are very fragile the Customer must inspect the goods upon delivery. If any goods are damaged or not delivered, the Customer must inform the driver and mark any Damage or shortage on the delivery note and return any damaged goods on the delivery vehicle. Masterglazing will not be responsible for any shortage or damage that is not advised by the Customer as set out below:
- 4.3.1 Delivery notes should be both signed and printed clearly at the time of receipt.
- 4.3.2 Signing for materials delivered as "unchecked" will be deemed to be acceptance by the Customer that the goods are not damaged and correct.
- 4.3.3 Materials stored at a place of delivery or handled or forwarded by post or other courier Will be solely the Customers responsibility and Masterglazing will not be held responsible for damage of any kind.
- 4.4 If Masterglazing is required to handle any glass ( or other goods ) when delivering or carrying out Work it will do so at the customer's risk.

#### **5.0 Payment Terms**

- 5.1 Masterglazing's debts are insured through Creditsafe UK. Exclusions to this protection include Local Government, Charities, and Private Individuals. Where a customer falls within one of these Exclusions or if Masterglazing is unable to obtain insurance cover for a customer, the following

Payment terms will apply:

- 5.1.1 For Local Government, Charity and Private Individuals orders under the value of £1,500.00 ( excluding VAT ) payment in full must be made in advance of any work Commencing.
- 5.1.2 For Local Government, Charity and Private Individuals orders over £1,500.00 ( excluding VAT ) payment is due as follows:
- i) 50% of the order value to be received before work of any kind commences; and
  - ii) 40% of the order value to be received by way of cleared funds 5 working days prior To delivery or installation of any materials to site.
  - iii) 10% of the order value to be received by way of cleared funds 5 working days after Delivery of materials to site.
- 5.2 For Business Customers with an approved UK Credit Account payment is due on the day an Application or invoice is submitted by Masterglazing and the final date for payment is 30 days After the due date.
- 5.3 If any Customer fails to pay in full any amount due Masterglazing may:
- 5.3.1 Suspend all or part of the works and claim damages as a result;
  - 5.3.2 Notwithstanding the other rights to determine set out herein ) terminate or cancel Future deliveries or outstanding work;
  - 5.3.3 Cancel any discount offered;
  - 5.3.4 Charge interest at a rate equivalent to that under the late payment of Commercial Debts ( interest ) Act 1998 as follows;
    - a. Calculated ( on a daily basis ) from the due date until payment is made in full;
    - b. Compounded on the first day of each calendar month; and
    - c. Before and after any judgment until payment is made in full ( unless the court orders Otherwise )
- 5.4 For Business Customers with and approved UK Credit Account Masterglazing may at its Absolute discretion withdraw or reduce any credit and/or bring forward the due date and/or Final Date for Payment at any time.
- 5.5 No Customer has any right to set off or counterclaim against any amount due to Masterglazing Under this or any other Contract between Masterglazing and the Customer.
- 5.6 When money is owed to Masterglazing by a Customer Masterglazing has the right to keep any of The Customer's property held until payment is made in full ( a lien );
- 5.7 The Customer shall indemnify in full and hold harmless Masterglazing from all expenses and Losses Masterglazing may incur ( directly or indirectly and including finance costs or legal Costs on a full indemnity basis ) following any breach by the customer of any obligation Under this contract.

## **6.0 Title**

- 6.1 Statutory consumer rights are unaffected by this contract
- 6.2 For Business Customers only:

Until all debts to Masterglazing are paid in full the Customer:

- 6.2.1 accepts that all goods and materials supplied by Masterglazing remain the property of Masterglazing;
- 6.2.2 shall store all goods and materials so that they are clearly identifiable as Masterglazing property;
- 6.2.3 shall take out and /or maintain all risk insurance for all goods and materials provided or supplied by Masterglazing and hold the policy on trust for Masterglazing;
- 6.2.4 may use the goods and sell them in the ordinary course of business but not if:
  - a. Masterglazing revokes that right ( by notice in writing) ; or
  - b. The Customer becomes insolvent.
- 6.3 The Customer must inform Masterglazing in writing immediately if it becomes insolvent or Believes it is likely to become insolvent.
- 6.4 The Customer shall allow Masterglazing unfettered access to remove goods where the Customer's right to use and/or sell the goods end under this Contract or otherwise.
- 6.5 Upon providing reasonable prior notice Masterglazing has permission to enter any premises At any time where it's goods are stored:
  - 6.5.1 to inspect the goods; and
  - 6.5.2 if the customer's right to use and/or sell the goods has ended Masterglazing may remove the goods using reasonable force if necessary.
- 6.6 Notwithstanding its retention of title to any goods Masterglazing has the right to take legal Action to recover the price of goods supplied should payment not be made under this Contract.
- 6.7 The Customer is not an agent to Masterglazing and has no authority to make any Contract On behalf of Masterglazing or in its name.

## **7.0 Warranty**

- 7.1 Masterglazing warrants to the Customer that:
  - 7.1.1 the goods supplied comply with the description on the quotation and order form
  - 7.1.2 the goods are free from material defect at the time of delivery; and
- 7.2 Unless stated above Masterglazing gives no warranty ( including any term or condition That would otherwise be implied ) as to the quality of the goods or their fitness for any purpose.
- 7.3 Masterglazing will not be responsible for any design work unless otherwise agreed in writing. Where Masterglazing undertakes design work, it is undertaken on the basis that we will act with Reasonable skill and care and be judged against the average competent Contractor operating Within the glass industry and with the knowledge and experience that the average Contractor Would have at the time of delivery or installation.
- 7.4 if the customer believes that goods or services are defective in material or workmanship, it must:

- 7.4.1 Inform Masterglazing in writing immediately with full details; and
- 7.4.2 Allow Masterglazing a reasonable time to investigate including any necessary access to inspect the goods or work.
- 7.5 If following investigations by Masterglazing the goods are found to be defective in material or Workmanship and the customer has complied with the above provisions to provide notice and Details in full, Masterglazing will at its absolute discretion, replace the goods or repair the Defective goods or work or refund the price ( or a reasonable proportion of the price ).
- 7.6 Masterglazing is not liable for any other loss or damage ( including indirect or consequential Loss, financial loss, loss of profits or loss of use ) arising from the contract or the supply of Goods or their use, even if it is negligent.
- 7.7 Masterglazing is not liable for loss arising from third party failure to supply. Due to the fact Many of the glass items and goods are manufactured to bespoke designs the Customer Acknowledges the lead times for goods are solely based on suppliers delivery terms. Masterglazing do not undertake to use suppliers where deliveries are consistently delayed However some goods can only be sourced from specific suppliers and these are made to order. Masterglazing is not liable for any loss or damage arising from delayed deliveries.
- 7.8 In respect of any other liabilities not referred to elsewhere in these terms Masterglazing's Liability is limited to the price of the goods or work.
- 7.9 Nothing in these terms restricts or limits Masterglazing's liability for death or personal Injury resulting from negligence.