

UNION GLASS CENTRES LTD.

Abridged Terms of Business (A Plain English Explanation)

Important Note: - Our complete Terms of Business are available on request, by post or at our business premises. This text does not replace or override them in any way. It is simply a guide to the principles upon which we do business. We encourage all our customers to read our full Terms of Business.

Binding Contract

When you "The Customer" place an order with Union Glass Centres Ltd "UG" this forms a contract binding on both parties. The detail of the contract is set-out in the "Job Sheet"

The supply of goods and/or services will be as set-out in the Job Sheet, and it is responsibility of the Customer to ensure that this is correct at the time of order or receipt of Job Sheet.

Delivery

Where applicable UG will deliver to the address specified on the Job Sheet. The security, safety and of the products and the delivery environment is entirely the responsibility of The Customer.

Title

UG retains legal ownership of all products supplied until they have been paid for. In the event of default on payment, UG may, under certain conditions, seek to recover these products or their equivalent value if the products are unavailable.

On Site Work

Where UG staff or subcontractors are required to work at The Customer's premises or other designated site, it is the responsibility of The Customer to provide a safe and secure working environment. In the event that such an environment is not provided, UG may refuse to work on that site until such conditions are provided.

Tolerances and Accuracy of Work

The following tolerances apply to all glass supplied by UG. Standard Glass: +/- 2mm, Double Glazed Units +/- 3mm. Templates supplied must be of a rigid material; otherwise we cannot provide any guarantee of accuracy. All measurements will be assumed to be in Metric units, unless clearly marked as Imperial. Optical quality of glass will be per GGF recommendations and BS EN 1096-1:1999. Copies are available on request.

Payment

Customers with Trade Accounts are expected to pay within 30 days from date of UG invoice. All other customers are expected to pay at time of order, unless special terms are offered at the discretion of UG. Some items of bespoke work will require deposits, which are non-refundable should the customer fail to pay the balance with 90 days of order.

Default

Trade Account Customers who do not pay an invoice within 90 days of issue are in default. UG may then take action to recover products and additional costs, in addition to legal action to obtain payment of outstanding invoices and legal costs.

Warranty and Limitation of Liability

Consumers' warranty rights are protected by several statutes. However, all Customers will be provided with the following warranties. Products supplied will be warranted by UG against defect and failure for the same period as provided by the manufacturer of the product. In the event of failure during warranty period then UG will provide any required labour free of charge to replace the product.

UG guarantees all workmanship for 12 months, and in the event of a failure attributable to defective workmanship, then UG shall rectify the problem free of charge.

UG does not accept any liability for consequential loss in the events of failure of products or defective workmanship.

All warranties will be void in the event of abuse or misuse of the product or work supplied out by UG.

Data Protection

The Customer agrees and acknowledges that UG may obtain and store details of particular people representing the Customer. The details may include their names, e-mail addresses, telephone and fax numbers, addresses and their positions as the Customer's representatives. If a Customer requests credit terms then UG may also obtain information about the Customer from credit reference agencies.

Insolvency of Customer

In the event that the Customer is unable to pay its debts or has a petition for administration or winding up presented against it or commences winding up proceedings or has a receiver or manager appointed over any of its property or assets or is the subject of a bankruptcy petition or enters into any composition with creditors generally or takes or suffers any steps preparatory thereto or if any distress or execution is levied or threatened to be levied on any of the property or assets of the Customer then UG may terminate the Contract immediately on giving notice in writing and retain any deposit or advance payment and the Customer shall indemnify UG against all claims, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from any such termination and all sums due to UG from the Customer shall become immediately payable