

# Stained Glass Studios Ltd

## 1. DEFINITIONS

"the Company"	Stained Glass Studios Limited
"the Company's Specifications"	the printed sheet showing in diagrammatic form the general specifications of the Goods supplied by the Company a copy of which is available at its offices for inspection
"the Conditions"	the standard terms and conditions of sale set out below
"the Contract"	the Contract for the supply of Goods and/or Services by the Company to the Customer
"the Customer"	the person whose order for the Goods or Services is accepted by the Company
"the Customer's Specifications"	any specifications, instructions or designs given by the Customer to the Company in connection with the Contract
"the Order"	the Order placed by the Customer with the Company for the supply of Goods and/or Services
"the Services"	the Services which the Company is to Supply in accordance with the Contract

## 2. GENERAL

- Any Contract made between the Company and the Customer will be subject to these Conditions.
- No variation or addition to these Conditions will be valid unless it is in writing and signed by a Director or Secretary of the Company.
- Quotations given by the Company will not constitute an offer for the sale of any Goods or Services.
- Any standard terms and conditions of the Customer are expressly excluded from the Contract.
- The Company reserves the right to correct any clerical or typographical errors made by it at any time.

## 3. SPECIFICATION

### Company Specifications

- Subject to clause 3.5 below all orders by the Customer will be deemed to be by reference to the Company's Specifications.
  - 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.
  - 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.
  - 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
- Where Goods are made to Customer's specifications:-

- the Customer undertakes full responsibility for the accuracy and suitability for which they are intended;
- 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
- the Customer will be responsible for any additions expenses incurred by the Company arising out of any error in the Customer's Specifications;
- the Customer will supply the Customer's Specifications within a reasonable time to enable the Company to complete the Contract.

## 4. DELIVERY

- Delivery will for the purpose of these Conditions be deemed to have occurred on the happening of the first of the following events:-
  - Actual delivery to the Customer or to its carrier, agent or contractors;
  - Collection by the customer, its carrier, agent or contractor from the Company's place of business; or
  - 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.
- 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 three days of the defect or loss becoming apparent and in any case within seven days of delivery.
- Where the Contract provides for delivery in instalments any defects in the Goods in any such delivery will not be a ground for cancellation of the remainder of the Contract.
- 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
- 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.
- 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.

## 5. LIABILITY AND INDEMNITY

- The Company will not be liable to the Customer for any loss or damage caused as a result of any of the following:-
  - 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;
  - failure by the Customer to give the Company notice in accordance with clause 4.2 or failure by the Customer to allow the Company to inspect the Goods on giving such notice;
  - alteration of the Goods by the Customer;
  - the improper installation, storage or maintenance of the Goods;
  - where the Goods are manufactured to the Customer's Specifications by the Company and the Goods prove to be defective because of:-
    - the designs, drawings or instructions submitted by the Customer;
    - the designs or drawings prepared by the Company specifically for the purpose of the Order which have been approved by the Customer;
    - the use of tools or other equipment supplied by the Customer.
- by reason of any claim made against the Company for infringement of any intellectual property rights pursuant to clause 3.5.2;
- 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:-
  - replacing or (at its sole discretion) repairing or paying for the repair or replacement of Goods supplied by the Company;
  - in the case of Services the cost of making good any incorrect performance.
- 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.

## 6. PASSING OF PROPERTY

- 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:-
  - payment is received in full for all of the Goods and Services provided to the Customer under this

- Until property in the Goods has passed to the Customer in accordance with clause 6.1 the Customer will:-
  - maintain all appropriate insurances 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;
  - keep the Goods properly stored and protected and readily identifiable as the Company's property;
  - hold the Goods as the Company's fiduciary agent and bailee.
- If the Customer sells the Goods in accordance with the clause 6.1.2:-
  - the Customer will as between itself and its purchaser sell 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;
  - the Customer will immediately upon receipt of the proceeds of sale and wether 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;
  - 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.

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

- after the due date for payment; or
- before such date in the case of the occurrence of any of the events referred to in clause 9.

- For the purpose of exercising the rights contained in clause 6.4 the Company will be entitled to (and the Customer grants to the Company its officers, servants and agents a licence) to enter upon the premises of the Customer during normal business hours and to remove the Goods.
- The exercise by the Company of its rights against the Customer under this clause 6 will be without prejudice to any other rights of the Company under this Contract.

## 7. PRICES

- Quotations given by the Company will not constitute an offer for the sale of any of the Goods or Services. They may be altered to take account of any changes in the cost of raw materials, labour or production prior to acceptance by the Company of the order.
- All prices quoted (unless otherwise specified by the Company in writing or otherwise) do not include the cost of:-

- delivery to the Customer's premises stated in the order within the United Kingdom
- freight charges and packaging costs

- All prices quoted are exclusive of VAT. The Customer will pay any VAT, sales or other taxes and all customs import or other duties in respect of the Goods or Services supplied by the Company.
- Unless otherwise stated all prices quoted are payable in Pounds Sterling.
- The Customer will be responsible for any additional costs arising from parts deliveries or express despatch at its request.
- 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.

- 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.
- Time for payment will be of essence of the Contract.
- If payment is not received on the due date then interest will be payable on all overdue accounts at the rate of 2.5% above the base lending rate from time to time of Natwest Bank Plc. This 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.

- 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. The Company will not be liable for any penalty clauses or compensation claims.
- 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. Although the Company will use its reasonable endeavours to supply the precise quantity of the Goods ordered by the Customer:-

- 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;
- 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 7.12.1.

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

- 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;
- in the absence of any such specific 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.

## 8. JURISDICTION

This Contract will be governed by English law.

## 9. ENFORCEMENT AND TERMINATION

- If before delivery is affected there arise 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.
- 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.
- 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.
- 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.
- If the Company:-
  - is in breach of any of the terms and conditions of this Contract;
  - enters into any composition or arrangement with his creditors;
  - commits any act of bankruptcy or if any petition or receiving order in bankruptcy is made against him;
  - 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;the Company may delay or cancel any further Goods or Services (without prejudice to any accrued rights) and treats the Contract as determined.

## 10. LIMITS ON WARRANTIES

The Company guarantees sealed units for 5 years. The Company shall have no liability for defects, whether hidden or apparent, resulting from improper use, installation, processing or treatment of the goods. Customer shall be liable for any loss resulting from any failure to apply all professional standards and customary instructions in relation to the goods.

## Conditions for the Supply of Goods and Services

and any other Contract:

- the Customer sells the Goods to its Customers by way of bona fide sale at full market value.