



Our Terms & Conditions

These Terms and Conditions of Business ("The Terms") and the Order set out the entire agreement between you ("theCustomer") and Splash of Glass ("the Company"). Please read these terms carefully. Payment of an invoice or deposit shall constitute acceptance of these Terms.

PRODUCT

The Company agrees to supply (and, where applicable, install), and the Customer agrees to purchase the product(s) set out on the Order/Invoice ("the Products").

The Company reserves the right to slightly change the Products to a similar product in the event that the original Product is unavailable. The Company shall use its reasonable endeavours to inform you of any such substitutions.

SITE SURVEY and LEAD TIME

The Company will undertake a survey of the site at which the Customer wishes to have the Products installed ("the Site Survey"). Unless otherwise agreed in writing with the Customer, the Company's lead-time for the delivery of the Products shall be a minimum of three (3) weeks from the date that the Site Survey is completed.

The Company will use its reasonable endeavours to carry out a Site Survey within seven (7) days of the date it receives a completed order or payment of a deposit from the Customer. If the Customer does not have an account with the Company the seven (7) days will commence from the date of receipt of the Customer's deposit.

CANCELLATION

Due to the bespoke nature of the Products, once the Customer has placed an order, it may not be cancelled. In the event of cancellation, the Company will retain the Customer's deposit. Any cancelled order for Products that have already been sent to manufacture by the Company must be paid for in full.

DELIVERY

When all Products set out on the Order Form/Invoice have been manufactured, the Company will contact the Customer and arrange a mutually convenient delivery date ("the Delivery Date").

The Company will use its reasonable endeavours to deliver the Product(s) on the Delivery Date and undertakes to notify the Customer within a reasonable time in the event that the Delivery Date cannot be met. For the avoidance of doubt, time shall not be of the essence of delivery.

The Company excludes any and all liability (to the extent permitted by law) for any costs or damages of any kind (including direct, indirect and consequential losses) arising out of late delivery of the Product(s). The Company shall not be responsible for delays or late delivery caused by circumstances

beyond its reasonable control.

The Customer must give the Company at least five (5) working days written notice before the Delivery Date in the event that the Customer wishes to delay delivery of the Product(s).

SITE PREPARATION and INSTALLATION

The Customer is solely responsible for ensuring that the site is suitably prepared for installation. In the event that damp or dry rot is detected during the Site Survey the Company recommends that the condition be treated well in advance of the agreed date for delivery and installation of the Product(s). Electrical and telephone points, utensil racks, appliances, cabinetry and all fixtures must be fitted or marked before the Site Survey, as changes cannot be made to the Product(s) once it is cut and toughened. Painter's caulk is applied to outer perimeter of the Product(s) for sealing and waterproofing purposes. Seals may vary depending on joinery, walls and worktops being level or plumb.

Walls are rarely straight and as such natural wall gaps may occur. It is therefore advisable to have splash backs or upstands fitted unless the customer intends to tile.

If the Company is not installing the Product(s), silicone must be purchased from the Company and installation should be carried out using recommended products.

The Company shall not be responsible for any issues relating to the size or fit of the Product(s) if (a) the Product(s) are ordered without the benefit of a Site Survey by the Company's qualified installers or (b) the Product(s) are installed by unqualified installers (c) measurements are provided by the customer.

COMPLETION OF ORDER

The Customer's order will be deemed completed when all Product(s) set out on the Order Form have been installed, or, if the Customer does not require installation, on delivery. Any Product(s) found to be faulty after installation will be rectified under conditions set out below. For the avoidance of doubt, faulty Product(s) will not constitute incomplete installation.

TITLE and RISK

Notwithstanding the earlier passing of risk, title in the Product(s) shall remain with the Company and shall not pass to the Customer until all amounts due by the Customer (including any applicable interest and costs) have been paid in full. Until title passes, the Customer shall hold the goods as bailee for the Company. The Company may at any time before title passes and without any liability to the Customer repossess and dismantle and use or sell all or any of the Product(s) and by doing so terminate the Customer's right to use, sell or otherwise deal in them, and, for that purpose (or determining what if any Product(s) are held by the Customer on inspecting them) enter any premises of or occupied by the Customer. Unless otherwise set out in these Terms, risk passes onto the Customer once the goods are installed, delivered or collected (as the case may be).

PAYMENT TERMS

Unless otherwise agreed with the Customer in writing, payment shall be due immediately from the date the Company submits an invoice to the Customer. In the event of late payment, the Company reserves the right to:

Charge the Customer late payment interest on all amounts due at the rate of eight percent (8%) above the base rate of the Bank of England from time to time in force, from the date payment is due until the date that payment is actually made;

Charge the Customer interest at the rate equivalent to that set for the purpose of Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998:

- Calculated (on a daily basis) from the date of our invoice until payment;
- Compounded on the first day of each calendar month; and
- Before and after any judgment (unless a court orders otherwise).
- Failure to complete payment may result in loss of deposit, payment of all costs of materials and non-delivery of the Product(s);
- Suspend or cancel future deliveries or outstanding work;
- Cancel any discount offered to the Customer.

The Customer does not have the right to set off any money they may claim from the Company against anything that they may owe the Company.

While the Customer owes money to the Company, the Company has a right to keep any property the Company may hold of the Customers until payment has been received in full (a lien).

If the Customer breaches any of its obligations under these terms, they are to indemnify the Company in full against all direct or indirect expenses and liabilities incurred including legal costs and other related costs on a full indemnity basis.

The Company may take any of the actions in this clause at any time without notice.

GLASS TOLERANCES

Most of our glass is fabricated/cut using a CNC machine which works within a 5mm - 10mm tolerance on each measurement taken or provided. this must be taken into account when either we template the job ourselves or templates are provided to us.

COLOUR

Colour is to be chosen from the Company's standard range, from the RAL TM paint chart. Due to the variation in the manufacture of glass the colours as shown on the colour chart or sample cannot be guaranteed

The Company will use its reasonable endeavours to match as closely as possible the finished Product with the colour chart, however the Customer is advised that it is difficult to match a printed colour chart with the finished colour on glass.

Certain glass types other than Opticlear have a higher content of iron in them which causes a green effect that changes the final colour of the colour coat. Please refer to the coloured glass samples for a more accurate indication. The colours on samples are slightly lighter than the finished product as samples allow more light through the edge of the glass thus making the colour lighter.

AMENDMENTS

Please note any cost increases necessitated by the Site Survey are the sole responsibility of, and shall be payable by the Customer. Any amendments in respect of changes requested after the final measure and survey are also payable in full by the Customer. Any changes relating to changed position of sockets, taps, phone sockets, light switches or other fixtures are at the expense of the Customer.

NON-DELIVERY and DEFECTS OR DAMAGE TO PRODUCT(S)

Any claim for non-delivery of any Product(s) must be notified in writing by the Customer to the Company within ten (10) days of the date of the Delivery Date. Any claim that any Product(s) have been delivered damaged, and not of the correct quantity or do not comply with their description must be notified in writing by the Customer to the Company within three (3) days of the Delivery Date.

Any alleged defect must be notified in writing by the Customer to the Company within (3) days of the installation of the Product(s). Splash of Glass accepts no responsibility for any damage or shortages to glass once received by the customer. It is the Customer's responsibility to check panels on receipt. Allowing a third party to take delivery is at our Customers own risk. If you have any questions regarding the above, please contact our office.

Any claim must be in writing and must contain full details of the claim including a full description of any allegedly defective Product(s). The Customer shall afford the Company a reasonable opportunity and facilities to investigate any claims made.

If the Customer establishes that any Product(s) have not been delivered, have been delivered damaged, are not of the correct quantity, or do not comply with their description the Company shall, at its option, replace with similar goods any Product(s) which are missing, lost or damaged or do not comply with their description.

The delivery of any repaired or replacement Product(s) shall be at the Customer's site or other delivery point specified for the original Product(s).

LIMITATION OF LIABILITY

Under no circumstances shall the Company have any liability of any kind for: (a) any defects resulting from wear and tear, accident, improper use by Customer or use by the Customer except in accordance with the instructions or advice of the Company or neglect; (b) any Product(s) that have been adjusted modified or repaired except by the Company; (c) the suitability of the Product(s) for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company; (d) any substitution by the Customer of any materials or components not forming part of any specification of the Product(s) unless agreed in writing by the Company; (e) any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Products and are not to form part of these Terms or be treated as representations; (f) any technical information, recommendations, statements or advice furnished by Company its servants or agents not given in writing in response to a specific written request from the Customer prior to the incorporation of these Terms; or (g) any variations in the quantities or dimensions of any Product(s) or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the subject matter, and the substituted materials or components are of a quality equal or superior to those originally specified (h) defects due to un prepared surfaces. The Company shall have no liability to the Customer for any loss or damage of any nature arising from

any breach of any condition of these Terms or any negligence, breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform under these Terms except: (a) for death or personal injury resulting from the Company's negligence; or (b) as expressly stated in these conditions.

In no circumstances shall the liability of the Company to the Customer under these Terms exceed the invoice value of the Product(s).

PRODUCT CARE

It is the responsibility of the Customer to follow manufacturer's instructions and to treat the Products with due care and attention, as no responsibility can be accepted by the Company for damage caused by incorrect use or cleaning with products that contain bleach or other corrosive agents. Glass should be cleaned with glass cleaning products or disinfectant.

GENERAL

These Terms shall be governed by laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

The parties agree that these Terms and the Order Form constitute the entire agreement and understanding between the parties. These Terms and the Order Form/Invoice supersede all understandings, representations and agreements made between the parties. However neither party seeks to exclude or limit liability for any fraudulent misrepresentations.

The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under these Terms does not imply that other rights will be waived. If a party has a right arising from the other party's failure to comply with an obligation under these Terms and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

Each clause of these Terms is a separate term and is intended to stand alone. Should any provision of these Terms be held to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms which will continue to be valid and enforceable to the fullest extent permitted by law.

Splash of Glass 2010