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## Terms and Conditions of Sale

1. All orders accepted by Ipswich Glass Ltd. (hereinafter called 'The Company') shall incorporate these terms and conditions. No variation modification or substitution of these terms and conditions (even if included in or referred to in the document placing the order) shall be binding to the company.
2. Unless otherwise agreed in writing, payment of goods shall be made no later than the Month following in which the goods are dispatched to the customer and the title to the goods shall only pass to the Customer on payment in full to the Company or its appointed agent. Ipswich Glass Ltd may at any time without prior notice to the customer repossess & resell the goods.
3. The Customer shall not be entitled to withhold payment of any amount payable under the contract of the Company because of any disputed claim of the customer in respect of faulty goods. Neither shall the customer be entitled to set-off against any amount payable any monies which are not the presently ascertained and payable by the Company or for which the Company disputes liability.
4. If any account for the supply of goods by the Company is not paid on or before the due date, the Company shall be entitled to withhold further delivery of goods to the customer whether or not those goods are part of the same contract and without prejudice to any other right or remedy the Company may have.
5. The Company shall be entitled to charge interest on any amount more than 30 days Overdue and such interest shall be calculated on a daily basis on the amount outstanding at the rate of 3% above Bank base rate. Any dishonored cheques will be subject to an administration charge of £20.00.
6. Delay due to circumstances outside the control of the Company shall not entitle the customer to cancel any order or to refuse to accept delivery.
7. No Claim for damage 'in transit or shortage in delivery will be entitled unless detailed on the delivery note at time of acceptance. Signed Delivery Notes will be deemed to be the Customers acceptance of goods.
8. Confirmation of telephoned or faxed orders must be clearly marked "CONFIRMATION ORDER' to prevent duplication. Any amendments to orders must be followed by written confirmation (to comply with BSEN 1279 requirements).
9. Glass products should be handled stored and fixed in accordance with GGF guidelines.
10. The Company warranty extends only to the replacement of units which have been dry glazed. The company will manufacture a free of charge replacement for any unit found to have a manufacturing fault, supply only. No glazing or other charges will be accepted. All warranty claims must be made in writing in the first instance. Following acceptance of the claim, a conclusion should be made in a reasonable timescale, and should be agreed by both parties.
  - A Ten year warranty applies to units glazed into UPVC and Aluminium frames.
  - A Five year warranty applies to units glazed into Wooden frames. When glazed into wooden frames it is understood that the frames must be maintained to ensure continued protection to the edge seal from water and sunlight penetration.
  - A Five year warranty applies to units fitted with edge tape.
  - The Company reserves the right to inspect any unit under claim on site.
  - The warranty is not transferable.
11. Any contract to which these conditions apply shall be construed and take effect in accordance with English Law which shall be the proper law of the contract.
12. All units should be inspected before glazing. The company will not accept for whatever reason responsibility for the deglazing and reglazing of units deemed to be faulty after fitting.
13. The customer shall not be permitted to withhold payment for goods for whatever reason due to the fact that they have not been paid by their customer.
14. Units will be inspected on site in accordance with the Glass and Glazing Federation terms of reference for inspection of sealed units.
15. The company has the right to refuse delivery to site any units that have not previously been delivered if proper delivery lead times have not been given.
16. The above Terms & Conditions enable the goods of the Company to be priced competitively.

*Company registered in England and Wales no: 5549669 VAT reg no: 866 620895*

*Reg office: 69 The Thoroughfare, Woodbridge, Suffolk, IP12 1AH*