

GENERAL CONDITIONS OF SALE AND DELIVERY

INTERPRETATION

ACCEPTANCE OF ORDER

IN THESE Conditions 'The Seller' means Custom Glass Ltd. 'The Buyer' means the person, firm or Company purchasing the Goods. 'The Goods' means the goods or materials, which shall be the subject of the contract between the Seller and the Buyer. 'The price' means the price specified in the Seller's Quotation, Acknowledgement or otherwise communicated to the Buyer and agreed.

1. All orders are accepted by the Seller subject to these Conditions of Sale unless otherwise varied by agreement in writing. Contract for delivery by instalments shall be deemed to be indivisible.
2. **THE PRICE**
 - I. The Seller may at any time before delivery increase the price of the undelivered balance of Goods by notice in writing to the Buyer. In such an event the Buyer may within seven days of receipt of such notice, by notice in writing, cancel the order so far as the undelivered balance of the Goods is concerned.
 - II. Unless otherwise stated on acceptance, the price of the Goods shall include the Seller's costs of standard packing, normal insurance and delivery of the Goods to any one address in the United Kingdom specified in writing by the Buyer and agreed to be the Seller prior to delivery.
 - III. Containers and / or packages are not returnable unless so stated in the Seller's quotation, acknowledgement or other documentation. Returnable containers and / or packages shall be returned empty by the Buyer, except where the Seller agrees to collect, to the Seller's address stated on the delivery note in good condition, carriage paid, within three months of delivery of the Goods. If not, such containers and / or packages will be chargeable at replacement value and no credit will be due on containers and / or packages for which a charge shall have been made by the seller.
3. **PAYMENT**

Unless otherwise stated on the Seller's invoice or otherwise agreed in writing, payment for the Goods shall be made not later than thirty days after the end of the month of invoicing. Time of payment shall be of the essence and failure by the buyer to pay the Price or any instalment thereof in due time shall entitle the seller to treat such failure as a repudiation of the whole contract by the buyer and to require the Buyer to make immediate payment of all monies due or to become due and to recover from the Buyer damages for such breach of contract and / or (at the Seller's option) to charge interest at either eight per centum per annum or two per centum per annum above the Base Rate of Barclays Bank plc, whichever shall be the greater, from the due date until payment.
4. **DELIVERY**

Unless otherwise agreed in writing between the Seller and the Buyer the following provisions shall apply.

 - I. Delivery of the Goods shall take place when the Goods shall be delivered at the address specified on the Seller's quotation, acknowledgement or other documentation
 - II. The delivery date or dates specified on the Seller's acceptance of order are estimates only. The Seller shall not be liable for failure to deliver by such date or dates or for any damage or loss arising directly or indirectly out of delay in delivery; nor shall the Buyer be entitled to refuse to accept the Goods because of late delivery.
 - III. The risk of any loss or damage to or deterioration of the Goods shall be borne by the Buyer from the time delivery has taken place as in (I) above.
5. **PROPERTY**

Notwithstanding delivery and the passing of risk and solely for the purpose of securing payment of all monies due to become due to the Seller by the Buyer on any account in the event of the Buyer entering into liquidation or having a winding-up order made against it or a receiver or receiver and manager being appointed or its assets or income or any part thereof in the event of the Buyer being an individual or individuals he or either of them committing any act of bankruptcy or having any bankruptcy petition presented against him or either of them;

 - I. The property in the Goods shall remain in the Seller until payment in full has been made to the Seller by the Buyer for the Goods and all other sums due to the Seller at the date of delivery of the Goods.
 - II. Where full payment has not been made to the Seller and the Buyer uses the Goods in his manufacturing process or incorporates the Goods with other products the property in the Goods shall be retained by the Seller in so far as such Goods are identifiable.
 - III. Until such payment is made the Buyer shall hold all Goods and Materials their property in which is vested in the Seller or fiduciary basis only and in any of the events specified above the Buyer shall store such Goods and materials so as to be clearly identifiable as the property of the Seller.
6. **LIEN**

The Seller shall in respect of all unpaid debt due from the Buyer under the same or any other contract have a general lien on all goods and property of the Buyer in its possession (although such Goods or some of them may have been paid for) and shall after the expiration of fourteen days' notice to the Buyer be entitled to dispose of such Goods and property as it deems fair, and apply the proceeds towards such debts.

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