

SPECIALIST TOUGHENED GLASS  
SUMMARISED CONDITIONS OF SALE & QUALITY STANDARDS

## **1 Interpretation**

In these Conditions and all relating correspondence, the 'Company' refers to Specialist Toughened Glass Ltd and also Seaglaze Group Ltd, including, but not limited to Seaglaze Marine Windows Ltd. All references to the 'Customer', means the authorised representative who accepts a quotation.

## **2 General**

All orders are accepted only upon and subject to the following Terms and Conditions. These Terms and Conditions shall prevail over any Terms and Conditions attached to the Customer's order and shall apply save as varied by express agreement accepted in writing by both the Customer and the Company.

## **3 Quality**

All orders are accepted only upon and subject to the Company's Quality Standards. These Quality Standards shall prevail over any Quality Standards attached to the Customer's order and shall apply save varied by express agreement accepted in writing by both the Customer and the Company. A copy of these Quality Standards follows on from this document or is downloadable from [www.stglass.co.uk](http://www.stglass.co.uk) . Our Glazing Quality Standards are also downloadable from [www.stglass.co.uk](http://www.stglass.co.uk) .

## **4 Quotations**

All quotations are subject to confirmation by the Company on receipt of Customer's order and to availability at date of such order. Prices quoted are those ruling at the date of quotation and are subject to alteration without notice. All goods and articles will be invoiced at the prices ruling at the date of the invoice. Prices are quoted exclusive of VAT.

## **5 Payment**

- a) Payment for orders must be made in full within the timescale stipulated on the customer invoice and is to be classed as cleared bank funds. If the Customer delays in making payment beyond the timescale stipulated the Company is entitled to, on giving written notice to the Customer, claim statutory interest on the total amount of the invoice or any part thereof from the date of the invoice to the actual date of payment as per the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.
- b) Any discounts offered by the Company shall be strictly subject to such special conditions as the Company shall attach thereto e.g. as to prompt payment

## **6 Delivery and Risk**

- a) Risk in the goods shall pass to the Customer immediately upon delivery to the Customer or his carrier or agent.
- b) In the event of loss or damage of goods prior to risk passing to the Customer, the Customer must notify the Company within three business days of receipt or non-delivery. Damaged goods must be retained together with their packaging for inspection by the Company or its agents at the point of receipt. If goods are unexamined at the time of delivery the Customer must endorse the carrier's delivery note accordingly and examine the goods at his earliest convenience, but in any event, the Company must be notified of any discrepancies within three business days of the date of delivery.
- c) For the purposes of this Clause 7, time is of the essence and business days exclude Sundays and Bank Holidays only.
- d) Subject to strict compliance by the Customer with the terms of this Clause 7, the Company will at its option repair or replace any goods which are lost or damaged in transit prior to

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risk passing to the Customer. This is the limit of the Company's liability for loss or damage in transit howsoever arising and whether arising by reason of negligence or not.

- e) Any delivery date quoted is given in good faith but the Company shall not be liable for failure to meet any delivery date unless the Company has expressly agreed in writing that the time of delivery is of the essence.
- f) Under no circumstances will the Company be liable for any penalties due to the Customer from their Client. E.g. late fees, etc.
- g) Export shipments will be made F.O.B. U.K. Port unless otherwise agreed with the Customer in writing.
- h) The Company reserves the right to deliver goods in instalments. In the event of the Company agreeing a delivery schedule with the Customer for the bulk delivery of goods any variations of such periodical deliveries will only be accepted by the Company upon one month's prior notice in writing and the Company reserves the right to pass on to the Customer any resulting loss or costs incurred including without limitation any cancellation fee imposed by the manufacturers of the goods.
- i) Except where expressly agreed to the contrary, all prices quoted are exclusive of packaging and delivery costs which where the Company effects delivery shall be invoiced to the Customer separately.
- j) If the Customer is overdue in payment of any sum to the Company howsoever arising or if the Customer has a receiver appointed over any part of its assets or passes any resolution for its winding up or has a petition for its winding up or administration presented against it, the Company may suspend any delivery and stop any goods in transit to the Customer.

**7 Title**

- a) All goods supplied by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company the agreed price together with the full price of any other goods supplied to the Customer by the Company.
- b) The Company may for the purpose of recovery of its goods, enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same if at any time the Customer is overdue in paying for the goods or any other goods supplied by the Company or if the Customer has a receiver appointed over any part of its assets or passes any resolution for its winding up or has a petition for its winding up or administration presented against it.
- c) Until such time as the Customer becomes the owner of the goods, he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them identifiable as the goods of the Company.
- d) The Customer acknowledges that he is in possession of the goods solely as fiduciary for the Company until the agreed price is paid in full together with the full price of any other goods supplied to the Customer by the Company and that the entire proceeds of sales of any goods for which the Customer has not paid the Company and of any product into which such goods have been incorporated are held in trust for the Company and shall not be mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies.
- e) If goods the property of the Company are mixed with any other goods or are annexed to or incorporated therein or if at any time the Customer is overdue in paying for the goods or any other goods supplied by the Company or if the Customer has a receiver appointed over any part of its winding up or administration presented against it, the Company shall have the right to possession of the product thereof for the purpose of effecting physical severance of the Company's goods from such product and the Company shall not be liable to the Customer for any loss or damage whatsoever, occasioned by such act of severance and the Customer shall indemnify the Company against any third party.

## **8 Specifications**

Save where the Company expressly otherwise agrees in writing all specifications, photographs, descriptions, illustrations and advertising matter published by or on behalf of the Company (hereinafter together referred to as "specifications etc") are to convey a general impression only of the goods offered and shall not constitute a contract for the sales by description of the goods nor form part of this contract nor amount to any representation with respect to the extent of specific compliance by the goods with such specifications etc. In so far as such specifications etc relate to goods not manufactured by the Company, they are based on information supplied by the manufacturer for which the Company accepts no liability at all. The terms implied by Section 13 of the Sale of Goods Act 1979 are hereby expressly excluded.

## **9 Product Performance**

Data relating to performance published or communicated by the Company is either based on experience obtained during tests or on data supplied by the manufacturer and shall not be incorporated as a term of this contract nor amount to any representation unless a specified performance has at the Customer's request been guaranteed by the Company in writing. Rejection of any goods must occur within 28 days of goods being received and must be returned in the exact condition that they were supplied.

## **10 Customer Service Package**

Publications and communications, including email and verbal advice, including but not limited to any and all installation guidelines, hardboard template user guides, and any and all other recommendations are solely an extension of our customer service package and the Company is not liable for any costs or damage incurred from this literature and correspondence.

## **11 Force Majeure**

Notwithstanding any other provision hereof the Company is under no obligation or liability in respect of failure to complete or failure to deliver or delay in delivering the goods compromised in any order or contract caused directly or indirectly by reason of war, strikes, lock-outs or other labour disputes, adverse weather conditions, breakdowns, delays in transport, accidents, delay in obtaining materials, governmental prohibition or restriction or other circumstances beyond the Company's control.

## **12 Liability**

- a) Save as herein expressly provided any express or implied condition, statement, representation or warranty statutory or otherwise relating to any goods supplied by the Company is hereby expressly excluded as also is any liability in negligence or otherwise arising in contract or tort.
- b) If any defect in any goods manufactured or assembled by the Company appears within 12 months of the date of invoice the Company shall (subject to being satisfied that the goods have been adequately maintained and that the defect arises from faulty material or workmanship and subject to the Customer returning the goods at his expense) at its option replace the goods or supply new parts or repair the defect. In such circumstances the new or repaired goods will be returned to the Customer free of charge.
- c) In the case of goods not manufactured or assembled by the Company, the Company's liability shall be limited to such benefits as the Company may receive under the manufacturer's guarantee (if any) and the terms and conditions under which the goods were supplied to the Company.
- d) In no event shall the Company be liable for the following loss or damage howsoever caused (and whether or not arising from negligence) even if foreseeable by or in the contemplation of the parties:

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- e) Economic loss (which shall include loss of profits, business revenue and goodwill)
- f) Special, indirect or consequential loss or damage.
- g) Any claim made against the Customer by a third party.
- h) In no event shall the Company be liable for loss or damage arising out of or in connection with the following:
  - i) Second hand goods
  - j) Goods which have been modified or altered by the Customer
  - k) Notwithstanding any other provision hereof liability for death or personal injury arising out of the negligence of the Company, its employees or agents is not excluded nor is any liability to any person dealing as consumer which it would be unlawful to exclude.

**13 Intellectual Property Rights**

So far as the Company is aware, no goods supplied by the Company infringe the intellectual property rights of any third party (whether such rights take the form of letters, patent registered design, design copyright, trademark or any similar right) but no warranty express or implied is given against the existence of such rights. Specialist Toughened Glass and Seaglaze Group Intellectual Property remains under the ownership of the Specialist Toughened Glass and the Seaglaze Group Ltd and Customers are strictly prohibited from disclosing or seeking to represent these intellectual property rights.

**14 Cancellation or Amendment**

Orders are accepted only on condition that no cancellation or amendment shall be made without the Company's prior written consent. The Company shall not unreasonably refuse such consent which shall be on terms that indemnify the Company against loss.

**15 Law**

This contract shall be construed in accordance with English Law and the parties agree to submit to the non-executive jurisdiction of the English Courts.

**16 Disclaimer**

Specialist Toughened Glass reserves the right to amend, cancel and withdraw these Terms and Conditions at any point without prior notification.

## **SPECIALIST TOUGHENED GLASS QUALITY STANDARD**

Specialist Toughened Glass is a bespoke manufacturing business and we pride ourselves both on the quality of our work and the finish of our products. However, the uniqueness of our components and the methods that we use can occasionally produce unavoidable minor cosmetic concerns. Please be assured that we will endeavour to avoid sending you any defective products and all due care and attention is consistently applied to all of our work.

There are a number of common issues that have been brought to our attention by our customers which are beyond our control. However, we will always treat each issue individually and strive to correct it to the best of our ability. Outlined below are a number of these issues that may cause initial concern, but for which Specialist Toughened Glass cannot be held responsible for, and will not accept as a reasonable cause for rejection.

**NOTE:** Where the goods comprise of more than toughened safety glass, Seaglaze Quality Standards will apply.

**NOTE:** Unless otherwise stated, rejections will only be considered if imperfections are clearly visible from 1m away.

### **17 Glass**

- a) All of our glass is assessed according to our Glazing Quality Standards document which is itself based on the Glass and Glazing Federation's own quality standard. A visual inspection is carried out by looking through every piece from 2m away. We consistently strive for better quality although this cannot always be guaranteed.
- b) All scratches are treated to the best of our ability and every reasonable effort is made to polish them in order to minimise any visual imperfections. The edges have to be treated with care as these are too weak for intensive polishing and the central areas can be prone to dishes (a very gentle bowing of the glass).
- c) All glass must have a logo. Where possible the logo will be placed the least obtrusive position, however all commercial glass manufacturers reserve the right to change the original request in order to achieve maximum efficiency. An inverted, inside out or mis-placed logo will not be accepted as a valid reason for rejection.
- d) Small pits and seers or dimples may occur in the glass. Although we will attempt to polish these out, this cannot be guaranteed.
- e) Roller wave is essentially waves in thicker pieces of glass and cannot be removed.
- f) Laminated or heated double glazed glass can be susceptible to trapped fluff in the interlays and cannot be removed.
- g) Roller wave can be present in any thermally toughened, especially thinner pieces and even more so laminated. This cannot be a cause for rejection. If clarity is essential then the Customer must opt for Chemical toughened glass instead.
- h) A copy of our full Glazing Quality Standards is available on request or for download from [www.stglass.co.uk](http://www.stglass.co.uk)

### **18 Tolerance**

- a) As in any manufacturing, a tolerance is required in the exact sizing of our work. Therefore due to the nature of our bespoke, handmade items, please be advised that there is an expected +2mm / -2mm tolerance unless otherwise explicitly stated.
- b) If you are providing us with templates for patterning, the measurements will need to be precise. Do not assume that the old windows are an exact fit. It is essential that

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measurements provided to us are as accurate as possible in order to avoid compound errors. If in doubt, please inform us before the production process starts.

- c) As stated in Clause 27 of our Quality Standards, and specified on all quotations and order confirmations, all dimensions are as per aperture. Please see technical drawings for clear-light/clear opening and overall dimensions.

**19 Drawings, Templates and Patterns**

- a) Unless told otherwise, Specialist Toughened Glass will always treat measurements as the aperture size.
- b) If two or more patterns are within 5mm of being identical, Specialist Toughened Glass reserves the right to manufacture identical windows or handed pairs as appropriate.
- c) We always recommend that we send aperture templates to the customer. These are full size templates of what we have interpreted as the cut-out in the boat. Should you not wish to receive these, and unless we advise otherwise, we will not be held liable for any size or shape issues.
- d) A user guide is available for aperture templates and should be provided in with the delivery of hardboard templates.
- e) We are not responsible for any information that has been omitted from information provided to us e.g. curvature in the superstructure.

**20 Warranty Period**

- a) The warranty notice period is for 28 days notice for manufactured defects that are present at the time of delivery; we will require the serial number of job number of warranty.
- b) We are not responsible for any costs incurred in the removal of the item if already fitted, or the transportation of the product in order for any warranty repair work to take place.
- c) The warranty is instantly void if the product is incorrectly fitted, used in an application that we were not made aware of at the time of manufacture, or if it has been customised in any way.
- d) We will endeavour to treat each case individually and will strive to find a solution to any problem encountered.
- e) Please see full Terms and Conditions for further information.

**21 Application & Suitability**

- a) It is the sole responsibility of the Customer to provide us with the relevant specification to which our products are manufactured. All windows will be manufactured in accordance to ISO 12150 unless otherwise stated by the Customer.
- b) We reserve the right to amend pricing where specification changes to meet the requirements of a particular Standard or Approval body.
- c) When working to a specified Standard, at the request of the Customer, we accept no liability for information that has been provided by the Customer which is incorrect in anyway whatsoever.

**22 Disclaimer**

- a) We reserve the right to issue a Disclaimer where we feel appropriate. This will always override the above.
- b) Any specially agreed Terms & Conditions will also be subject to the conditions in this document unless specifically rejected in writing and co-signed by both parties.
- c) We reserve the right to amend, cancel and withdraw our Quality Standards, Glazing Quality Standards and/or our Terms & Conditions at any point without prior notice.