

t4 DESIGN LIMITED GENERAL TERMS AND CONDITIONS OF SALE

1. **DEFINITION**

- 1.1 The “**Buyer**” means the Account Applicant or person who buys or agrees to buy Goods from the Seller.
- 1.2 The “**Seller**” means t4 DESIGN LTD.
- 1.3 “**Conditions**” means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.
- 1.4 The “**Goods**” means the subject of the order.
- 1.5 The “**Contract**” means the Contract formed by the acceptance of the order.
- 1.6 The “**Order**” means the Customer’s instruction to the seller to supply the Goods.

2. **CONDITIONS**

- 2.1 **These “Terms and Conditions” do not affect your statutory rights as a consumer.**
- 2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions, which shall prevail over any other document or communication from the Buyer.
- 2.3 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

3. **PRICES & PAYMENT**

- 3.1 The Price shall be that on the Seller’s current list price, web site, or if applicable the price contained in the Seller’s Quotation.
- 3.2 Should a product’s price change between receipt of order and dispatch the buyer will be notified and given the opportunity to cancel the order and receive a full refund.
- 3.3 All Prices are exclusive of VAT and charges for packing, postage and Carriage (plus VAT) which shall be in addition.
- 3.4 In the case of consumer sales, payment must be made in full before despatch of any Goods.
- 3.5 In the case of other sales, payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid.
- 3.6 The Seller shall be entitled to charge interest at the rate of 5% above base lending rate of Lloyds TSB plc on a daily basis on overdue payments until the actual date of payment.
- 3.7 The Seller will only agree to a credit account with the customer following approval of a completed credit check

4. **DELIVERY**

- 4.1 Any delivery date specified by the Seller shall be deemed an estimate only and the time of delivery will not be of the essence.
- 4.2 The Seller shall not be liable for failure to deliver in accordance with that date, nor will the Seller be deemed to be in breach of the Contract, nor will the Seller have any liability to the Buyer for direct, indirect or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay in delivery.
- 4.3 The customer shall not be entitled to refuse to accept the Goods because of late delivery.
- 4.4 Delivery of the Goods shall be made to the Buyer’s address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 4.5 Where the Seller agrees to deliver the Goods and the Buyer claims they are damaged or that there are shortages, the Buyer will have to check delivered stock on delivery and sign the delivery note. If the Seller is satisfied that the Goods were damaged in transit they will be repaired free of charge or, at the Sellers option, allowed for credit up to their invoice value.
- 4.6 Goods must be examined as soon as possible after delivery.
- 4.7 If the Goods are collected from site, then they are to be examined for any defaults and damage and a disclaimer signed stating that the Buyer has checked the Goods. Failure to do so will result in the Buyer taking Goods entirely at own risk. The Seller shall not have any liability whatsoever for any loss or damage to Goods in transit.

5. **RISK AND RESERVATION OF TITLE**

- 5.1 Upon delivery all risk of loss or damage to the Goods shall pass to the Customer.
- 5.2 The unloading of the Goods at the place of delivery shall be at the sole risk and expense of the Customer.
- 5.3 Ownership of the Goods will not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
- 5.3.1 the Goods; and
- 5.3.2 all such other sums which are or which become due to the Seller from the Buyer on account.
- 5.4 Until ownership of the Goods has passed to the Buyer, the Buyer must:

- 5.4.1 hold the Goods on a fiduciary basis as the Seller's bailee;
- 5.4.2 store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
- 5.4.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 5.4.4 maintain the Goods in a satisfactory condition insured on the Seller's behalf for this full price against all risks to the reasonable satisfaction of the Seller, and will whenever requested by the Seller produce a copy of the policy of insurance.
- 5.5 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- 5.5.1 any sale will be effected in the ordinary course of the Buyer's business at full market value and the Buyer will account to the Seller accordingly; and
- 5.5.2 any such sale will be a sale of the Seller's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale.
- 5.6 The Buyer's right to possession of the Goods will terminate immediately if any of the conditions set out in condition 6 occur.
- 5.7 The Buyer grants the Seller, its agent and employees an irrevocable licence at any time to enter any premises where the Goods are, or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 5.8 The Seller accepts no liability for goods damaged by the Buyer in any circumstances.
- 5.9 The Seller shall not be liable for any cleaning down or removal of protective wrapping. The Seller shall not be liable for removal of accumulated dirt under the prevailing site and/or weather conditions nor shall it be liable thereafter for damages caused by acid or alkaline washes and slurries or any other harmful substances.
- 5.10 The Buyers own glass is left with the Seller at their own risk and the Seller is not liable for any damage that may be caused.
- 5.11 The Customers own glass will be identified with t4 DESIGN LIMITED licence number & logo, this must not be sold as own toughening.
6. **TERMINATION OF CONTRACT BY THE COMPANY**
- 6.1 The Seller may terminate the Contract forthwith by written notice to the Buyer upon the happening of any one of the following events:-
- 6.2 Where full payment in respect of the Goods or any instalment of the Goods has not been received by the Seller by the dates specified as the date of payment. Failure to pay any sums due in accordance with Condition 3.5 is a material breach of the terms and conditions which is not capable of remedy.
- 6.3 Where the customer being an individual commits an act of bankruptcy or being a corporation goes into liquidation or appoints a Receiver, Administrative receiver or Administrators overall or any of its assets by virtue of The Insolvency Act 1986 is deemed unable to pay its debt, or has a petition presented for its winding up or for an administrative order.
- 6.4 Where the Customer is in material breach of any of these conditions of sale.
7. **FORCE MAJEURE**
- 7.1 In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to acts of God, war, strikes, lock-outs, flood, fire, protests, tempest, explosion, acts of terrorism or national emergencies and failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.
8. **WARRANTY, EXCLUSION OF LIABILITY AND INDEMNITY**
- 8.1 The Seller will, free of charge, within a period of 12 months from the date of delivery of Goods which are proved to the reasonable satisfaction of the Seller to be damaged or defective due to defects in material or workmanship, repair, or at its option, replace such Goods. This obligation will not apply where:
- 8.1.1 the Goods have been improperly altered in any way whatsoever, or have been subject to misuse or unauthorised repair;
- 8.1.2 any maintenance requirements relating to the Goods have not been complied with;
- 8.1.3 any instructions as to storage of the Goods have not been complied with in all respects; or
- 8.1.4 the Buyer has failed to notify the Company of any defect or suspected defect within 28 days of the delivery where the defect should be apparent on reasonable inspection, or within 28 days of the same coming to the knowledge of the Buyer where the defect is not one which should be apparent on reasonable inspection, and in any event no later than 12 months from the date of delivery.
- 8.2 Any Goods which have been replaced will belong to the Company. Any repaired or replacement Goods will be liable to repair or replacement under the terms specified in clause 8.1 for the unexpired portion of the 12 month period from the original date of delivery of the replaced Goods.
9. **LIABILITY**
- 9.1 The Seller does not exclude its liability (if any) to the Buyer:
- 9.1.1 for breach of the Seller's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;
- 9.1.2 for personal injury or death resulting from the Seller's negligence;

- 9.2 Except as provided in Condition 4.1 and 8.1 the Seller will be under no liability to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
 - 9.2.1 any of the Goods or the manufacture or sale or supply, or failure or delay in supply, of the Goods by the Seller or on the part of the Company's employees, agents or sub-contractors;
 - 9.2.2 any shortages in quantity delivered to the Buyer unless the Buyer notifies the Seller at the time of the delivery;
 - 9.2.3 any damage to or loss of the Goods whether caused in transit or otherwise;
 - 9.2.4 any defect in the Goods, unless notified in writing to the Seller within 28 days of receipt of the Goods by the Buyer;
 - 9.2.5 any breach by the Company of any of the express or implied terms of the Contract;
 - 9.2.6 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods;
 - 9.2.7 any statement made or not made, or advice given or not given, by or on behalf of the Company.
- 9.3 Except as set out in Conditions 9 and 8.1 the Seller hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Buyer.
- 9.4 Each of the Company's employees, agents and subcontractors may rely upon and enforce the exclusions and restrictions of liability in Conditions 4.2 and 9.1 to 9.3 in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Seller wherever it appears in those clauses.
- 9.5 Except as provided for in condition 8.1 and without prejudice to condition 9.3, the Sellers liability shall be limited to the price of the Goods.
- 9.6 The Buyer acknowledges that the above provisions of this Condition 8 are reasonable and reflected in the price which would be higher without those provisions, and the Buyer will accept such risk and/or insure accordingly.

10. **INDEMNITY**

- 10.1 The Buyer agrees to indemnify, keep indemnified and hold harmless the Seller from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which include, without limitation, pure economic loss, loss of profits, loss of business, depletion of good will and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgements which the Seller incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance by the Buyer of the terms of the Contract, or any Contract entered into by the Buyer where the Goods are subsequently sold on.

11. **QUOTATIONS**

- 11.1 The Quotations are open for acceptance for a period of 28 days from the date of the quotation.

The Company reserves the right to refuse the quote after that date.
- 11.2 All quotations offers and tenders are for the whole of the Goods for which the quotations, offers or tenders are given by the Company. The Company reserves the right to refuse acceptance of any order, which constitutes only part of the Goods the subject of such quotation, offer or tender.

12. **WAIVER**

The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

13. **MODIFICATION**

These terms may only be modified in writing signed by the authorised representatives of both Company and the Customer.

14. **GOVERNING LAW**

- 14.1 This Agreement shall be governed by and interpreted in all respects in accordance with the Laws of England and the parties hereby submit to the jurisdiction of the English Courts.
- 14.2 If any part of these terms and conditions that is not fundamental is found to be illegal or Unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions

COULD YOU PLEASE CONFIRM YOUR ACCEPTANCE OF THESE TERMS & CONDITIONS BY SIGNING AND RETURNING A COPY OF THIS DOCUMENT TO: t4 DESIGN LIMITED, UNIT 1, 2 & 3 Hermitage Lane Ind Est, Mansfield, Notts NG18 5ES

NAME.....POSITION.....SIGNATURE.....

COMPANY.....DATE.....