

HG Trade – Further Details

1. Quotations are valid for **30 days** if provided in writing. All verbal quotations are subject to written confirmation and shall not be binding.
2. Any illustrations or descriptions contained in the company's price lists, advertisements, promotional literature and other such like documents are for **guidance purposes only** and shall not be binding.
3. The company pursues a policy of constant improvement and reserves the right to change the specification of our products without notice to the purchaser.
4. Only orders placed on order forms or alternatively in writing (as agreed) will be processed. Verbal orders are accepted conditional upon the placement of a written order within 24 hours of placement of the verbal order.
5. No right of cancellation will be allowed unless communicated in writing within 48 hours of placement of the order and only then with the consent of the company. Such consent will not be unreasonably upheld, but will only be given on the basis that the purchaser will reimburse the company for any loss of expense incurred, including any consequential losses arising from such cancellation. Failure to reimburse such losses within 14 days of notification of their order will render the purchases liable for the full value of the original order.
6. The purchaser will be responsible to the company for ensuring the accuracy of all contents on the job confirmations prior to returning this dated and signed to the company as confirmation to proceed with manufacture.
7. The company reserves the right, any time before delivery, to increase the price of the goods to reflect any increases in the costs to the company arising from factors beyond their control. Examples include any increases in the cost of materials, labour, freight, transport, taxes, fees or charges imposed by government.
8. All prices are subject to Value Added Tax for which the purchases will additionally be liable to pay to the company.
9. Should the purchaser, following notice that the goods are available for delivery, fail to take delivery of the goods then the company shall be entitled to invoice the purchaser for their full value forthwith. Further, the company shall be entitled to withhold further delivery of the goods until payment in full has been received, and to charge the purchaser reasonable charges for storage of the goods.
10. If the purchaser defaults in any payment whatsoever the company reserves the right to cancel future orders, or to decline to deliver, or delay delivery of any goods ordered by the purchaser.

11. The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

12. Any payments received will be allocated against the oldest outstanding items on the account.

13. Unless otherwise agreed in writing time will not be of the essence but the company undertakes to use its best endeavours to execute orders and to provide delivery in a reasonable period of time. Any dates quoted for delivery are approximate only and the company shall not be liable for any delay in delivery of the goods.

14. Claims for damages or shortages must be reported to the company in writing immediately on receipt of the goods and should be with the company at latest within 48 hours of the date of delivery. Any liability that the company may incur for loss or damage to goods in transit shall be limited to the value of such goods, or at the option of the company the replacement of such goods. **The company will not at any time be liable for any indirect or consequential losses however incurred.**

15. A delivery or collection note signed on behalf of the purchaser is deemed to be absolute evidence of delivery or collection of the goods specified therein.

16. In the event that the company is required to delivery to unattended premises then it is accepted by the purchaser that the goods are complete in every respect and in good condition. The company will accept no liability for defective goods or short delivery of goods in such circumstances. Goods delivered otherwise than by the company will become the responsibility, and shall be at risk, of the purchaser from the moment of collection.

17. The company reserves the right to deliver goods in instalments unless otherwise expressly stipulated in writing.

18. The company shall be entitled to cancel delivery in whole or in part when it is delayed or prevented from making delivery from strikes, lockouts, trade disputes or any other cause being the company's control including but without limitations an act of God, act or purchases, embargo or other Government intervention, regulation or request, fire, accident, floods, war, riot, delay in transportation, inability to obtain labour, materials or manufacturing facilities and the company shall not be bound to obtain goods to replace goods delivery of which has been cancelled as a result of such an event.

19. The company undertakes to replace goods shown to the satisfaction of the company by the purchaser to be defective provided that:

- The purchases notifies the company in writing immediately the defect becomes manifest, and in any event within 7 days of the delivery of the goods.
- The purchaser retains the allegedly defective or damaged goods until inspection by the Company. Failure to observe this requirement will act as an absolute bar to any claim by the purchaser.
- The submission of a complaint shall not excuse or entitle the purchaser to delay payment in respect of the goods supplied.
- The purchaser shall not be entitled to make any claim against the company for any work done on the defective goods, transportation costs, loss or damage of any kind other than the replacement cost of such goods.

20. Visual quality standard of installed insulated glass units, constructed from flat transparent glass, please refer to **Glass & Glazing Federation standard Section 4 (January 1998)** for guidance for Industry Standard of acceptability.

21. The purchaser shall indemnify the company against any claims made against the company for the infringement of patent rights, registered designs or copyright arising with respect to any item or design supplied by the purchaser to the company.

22. The purchaser shall not alter the product or design of any item supplied by the company.

23. All drawings designs, specifications, and other information that the company supplies in connection with a quotation or order are confidential. They remain the property of the company and must not be disclosed to any third person.