



Terms and Conditions of Sale

1) Preliminary

1.1 In these Terms and Conditions the following expressions shall bear the following meaning;

i) 'T&C' means these Terms and Conditions

ii) 'The Company' means Festival Glass Ltd

iii) 'The Goods' mean the products or services to which this document relates

iv) 'The Buyer' means the individual, incorporated or unincorporated association or company placing an order to purchase goods or services from the Company

v) 'The Contract' shall mean the contractual agreement between the Company and the Buyer for the sale and purchase of the products or services

1.2 All quotations given and orders accepted and confirmed by the Company are subject to these Terms and Conditions.

1.3 No conditions, understanding or agreement conflicting with or adding to or purporting to modify or vary expressly or by implication the T&C shall take precedence over or add to modify or vary the same unless the same shall have been agreed in writing by the Company and in particular no modification shall be affected by the acknowledgement or acceptance by the Company of purchase orders or shipment instruction forms containing terms and conditions at variance or in addition to those set forth herein.

2) Acceptance

Any quotation given by the Company shall be valid for a period not exceeding thirty days from the date of the quotation unless a different period has been expressly detailed on the quotation itself. The Company reserves the right, either orally or in writing, to withdraw any quotation during that 30 day period. Acceptance of any quotation by the Buyer within the relevant period shall not constitute a binding Contract unless and until such acceptance has been confirmed in writing by the Company.

3) Pricing

3.1 Prices shown in any quotation are correct at the time of publication however the Company reserve the right to invoice at prices ruling on the date of despatch in the circumstances hereunder referred to

3.2 All prices quoted are ex-works unless otherwise stated in the quotation

3.3 Whilst every effort will be made to adhere to quoted prices the Company reserves the right to increase such prices in the event of, and to reflect, increases in the price of raw materials components tooling and labour and/or any increases in other costs affecting the manufacture of the Goods which are outside the direct control of the Company

3.4 The Company reserves the right to increase prices in the event of currency fluctuations on globally sourced raw materials, services and/or components if any currency variance exceeds five percent

3.5 Any transportation costs for which the Company is or becomes liable will be added to the price of the Goods sold hereunder unless transportation is expressly included on the quotation itself

3.6 Goods are sold hereunder subject to VAT or any other tax or duty or other charges which the Company may be required to pay to any Government upon the sale production or transportation of the Goods sold here under which said tax duty or charges shall be charged at the rate applying at the date of despatch or at the rate of the tax duty or charge so levied and added to the price quoted

4) Payment

4.1 Payment shall be made 30 days from the date on the invoice

4.2 The Company shall be entitled without prejudice to its rights under paragraph 6 below to charge interest on a day-to-day basis at a rate equal to three per cent per annum above the Bank of England minimum lending rate on any sum unpaid after the said period

4.3 Payment shall not be deemed to have been made or received until the payment has been cleared and the Company bank account credited with the amount

4.4 Failure to make payment by the due date shall constitute a breach of contract and the Company may treat the whole contract as repudiated and act accordingly; or without prejudice to the foregoing the Company may before any delivery is made against any order or part thereof require payment of the invoice(s) relating to that order, and of all other accounts then due from the Buyer not limited to accounts in connection with the supply of Goods

5) Description Quality and Fitness

The Buyer shall be responsible for ensuring the Goods are of a type and specification required by the Buyer before placing an order for the Goods and shall take the Goods at its own risk as to the description or fitness for any particular purpose whether made known to the Company or not. Where samples are provided no condition or warranty is implied by the Company that the Goods will correspond exactly to sample and any such implication is specifically excluded to the extent permitted by law

6) Samples. Colour. Quantities and Specification

- 6.1** Samples shall be approved by the Buyer within seven days of receipt or shall be deemed rejected
- 6.2** The Company shall not be obliged to start a production run until the Buyer has approved one such sample (if applicable)
- 6.3** The Company shall not be liable in the event of reasonable variation of the colour or variation in dimensions as compared with the sample, specification or other order (if there is no sample) if the Goods as produced shall still be reasonably suitable for their intended use
- 6.4** Notwithstanding that the contract may stipulate specific materials for use in the manufacture of the Goods the Company may substitute at its discretion other equivalent materials not adversely affecting the appearance or fitness of such Goods
- 6.5** If manufacturing tolerances, materials or type of finish are not clearly defined in any specification or drawing supplied by the Buyer the Company reserves the right to manufacture to the Company's commercially accepted tolerance or finish or from the Company's commercially accepted material for the product concerned and the Buyer agrees to accept the same
- 6.6** Where detailed specifications are to be supplied by the Buyer these must be in reasonable time to enable the Company to complete deliveries in any period mutually agreed. Failing such the Company will not be held responsible for any delays in manufacture or delivery
- 6.7** The Buyer shall indemnify the Company from and against all actions claims costs and proceedings which arise in respect of any loss injury death or damage sustained by a Third Party whether arising in contact and/or negligence and/or from any cause whatsoever after receipt of the Goods by the Buyer and further shall indemnify the Company likewise where the same arises due to the manufacture of Goods to the drawings and specifications provided by the Buyer where such drawings and specifications shall be at fault or where it is alleged that they involve an infringement of a Patent Registered Design Copyright or Design Copyright or other exclusive right

7) Tools

- 7.1** Tools necessary for the manufacture of mouldings shall remain the property of the Company even when the Buyer has been debited with the cost of any part thereof. The Company will keep such tools in repair and not use them for any other customer without the Buyers written consent
- 7.2** The Company reserves the right to destroy such tools which have not been used for three years subject to giving the Buyer three months prior notice in writing
- 7.3** Where the Buyer is bearing a contribution towards the cost of tools payment thereof shall be as to one third with the order one third upon delivery of the sample and the remaining one third thirty days thereafter
- 7.4** In the case of tooling or moulds or other equipment supplied by the Buyer the Buyer shall pay for any alterations which may have to be made to same in order to make them function satisfactorily and the Buyer shall also pay for any maintenance or repair work which may be necessitated in respect of the repair work which may be necessitated in respect of the same during the period of the manufacture of the Goods concerned

7.5 The company will not be liable to insure tools or moulds or other equipment whether held at its own property or otherwise against loss damage destruction theft fire or any other risk

8) Delivery

8.1 Any dates or times given by the Company to the Buyer for delivery of any Goods are estimates only and shall not be of the essence of the contract. Whilst every effort will be made to ensure that the Goods are delivered by agreed delivery dates the Company will incur no liability whatsoever in respect of any loss or damage caused by delay in delivery from any cause whatsoever

8.2 The Company shall be entitled to make part deliveries of Goods including instalments and the Buyer shall be bound to accept such delivery and make payment in respect of such part

8.3 Delivery may be up to 10 per cent above or below the quantities ordered by the Buyer and in the event of any such variation the amount payable by the Buyer shall be adjusted on a pro rata basis

8.4 Save for where delivery is made using the transport of the Company all Goods are at the risk of the Buyer from the time they are collected by the Buyer or other carrier; where delivery is made by the Company the risk passes on delivery

8.5 No claim for non delivery can be entertained and the Company shall incur no liability in respect of any such claim unless notification is received by the Company in writing within 14 days of the invoice date

8.6 The Company shall be under no liability for breakage or resultant defects occurring after delivery by its own transport or in any other case upon collection

8.7 The Company do not accept any claims for Goods damaged in transit or short delivery and shall incur no liability therefore unless notification in writing is received by the Company within three days of delivery and the Company is given the opportunity to examine the Goods.

8.8 Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the due performance of the contract as regards other deliveries

9) Stock Holding

9.1 Stock held by the Company of the Goods and components associated with the Contract will be for a maximum 3 months unless stated otherwise in the quotation agreement to the Buyer.

9.2 The Company reserves the right to invoice the Goods and components thereof associated with the Contract and still held by the Company after three months following the last delivery to the Buyer.

9.3 The Company reserves the right to charge the Buyer for handling and warehousing of the Goods and components thereof associated with the Contract still held by the Company after three months following the last delivery to the Buyer.

10) Liability

10.1 The liability of the Company in respect of defects in Goods arising from faulty materials and/or workmanship and/or whether caused by breach of contract or negligence or howsoever arising shall be limited to giving credit for the value of or replacing such Goods

10.2 No liability shall arise unless notification is given in writing to the Company specifying the nature of the defect within ten days from the Buyer's receipt of the alleged defective Goods, and the said Goods are made available for immediate examination or collection by the Company

10.3 Except as otherwise expressly provided in these T&C the Company shall have no liability of any kind whatsoever to the Buyer in respect of any loss or damage whether direct, indirect or consequential suffered by the Buyer whether in contract or negligence or otherwise howsoever in respect of any Goods supplied under this contract nor in respect of the installation thereof

11) Title

11.1 Until the Company has been paid in full for the Goods comprised in this or any other sale contract between the Company and the Buyer the Goods comprised in this contract remain the property of the Company (notwithstanding risk may have passed to the Buyer)

11.2 The Company may recover those Goods at any time from the Buyer if in his possession if any payment therefore is overdue (without prejudice to any of its other rights and remedies) and resell any or all such Goods or materials and may enter upon the Buyers premises for that purpose

11.3 If the Buyer incorporates such Goods into other goods or products, or they become a fixture in the Buyer's premises with the addition of the Buyer's own goods or those of others, or uses such Goods as materials for other goods or products with or without such addition, then property in those other goods products or fixtures is upon such incorporation or use thereby transferred to the Company and the Buyer shall become bailee of them for the Company

11.4 The Buyer shall possess all goods the property in which is vested in the Company by virtue of this condition on a fiduciary basis only and if the Company so requires the Buyer shall store such goods at no cost to the Company so that they are clearly identified as belonging to the Company

11.5 The Buyer has the right to dispose of the goods for the account of the Company the property in which is vested in the Company by virtue of this condition and to pass good title therein to a customer being a bona fide purchaser for value without notice of the Company's rights. In such event the Company shall be entitled to and the Buyer shall be under a fiduciary duty to account to the Company for the proceeds of such disposal to the extent that any monies are owed by the Buyer to the Company. The Buyer is not the Company's agent for this or any other purpose. Further the Company shall be entitled to make a claim directly against the Buyer's customer for any purchase monies unpaid provided that the Company shall return to the Buyer any monies recovered in excess of the amount then owed by the Buyer to the Company less costs and expenses involved in making such claim

12) Return of Goods

Goods are not returnable and no credit will be given for Goods returned without the Company's written consent

13) Changes and Cancellation

Orders accepted as provided herein by the Company are not subject to changes or cancellation by the Buyer except with the Company's consent. If this sale covers Goods manufactured especially for the Buyer and such

change or cancellation is made the Buyer shall take all completed Goods at full price and all Goods in process at cost plus pro rata profit and reimburse the Company for any loss in materials purchased

14) Errors

Clerical errors in any documentation produced by the Company relevant to this Contract or the Goods supplied under this Contract are subject to correction at any time

15) Trade Descriptions

Where the Buyer applies a trade description within the meaning of the Trade Descriptions Act 1968 to any Goods ordered by him the Company shall be discharged from any liability under the said Act on the Buyers acceptance of samples supplied for approval

16) Bankruptcy and Liquidation

16.1 If the buyer shall commit an act of bankruptcy or have a receiving order made against him or make a composition or arrangement with his creditors or shall go into liquidation otherwise than a result of an amalgamation or reconstruction or have a receiver or manager appointed of suffer any execution or distress upon his or its property then the company may by notice in writing forthwith terminate the contract but shall nevertheless be entitled to claim against the buyer as if he had repudiated it

16.2 In any such event as aforesaid the company shall in addition to any other rights be entitled to a general lien on all goods of the buyer in the possession of the company for all sums due from the buyer to the company notwithstanding that some or all of such goods have been paid for and may without further notice proceed to sell such goods and retain the products in satisfaction of the sum due to the company.

17) Force Majeure

The Company shall not be under any liability to the Buyer for any loss or damage howsoever arising in performance of the contract by the Company if prevented, hindered or delayed by Force Majeure or by any circumstance outside the control of the Company

18) Terms Severable

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.

19) Whole Agreement

This Agreement forms the entire agreement between the parties relating to its subject matter. Any variation of this Agreement shall be binding only if it is recorded in a document signed by or on behalf of all the parties

20) No Waiver

Failure or delay by either party to exercise any right or remedy under this Agreement does not constitute a waiver or bar to exercise of that right or remedy.

21) Governance

The Contract shall be governed by the Law of England and any dispute under or in connection with the Contract shall be submitted to the arbiter of the London Court of Arbitration to be dealt with in accordance with the rules thereof for the time being in force