

novaglaze gardner & newton limited glass benders & processors

terms and conditions

1. In these conditions “ngn” means Novaglaze Gardner & Newton Limited of Queens Mill Road, Lockwood, Huddersfield, HD1 3PG.
2. and its successors in title or assigns and the “Customer” means the person, firm or Company placing an Order with ngn.

3. *orders*

All Orders are accepted subject to the following terms and conditions which shall prevail over any conflicting terms and conditions of the Customer unless otherwise specifically agreed in writing by ngn. Acceptance of any Order or Estimate from ngn shall be deemed to be an acknowledgement that any terms or conditions which may be endorsed on or annexed to or contained in such acceptance or which in any way or manner seeks to revise amend or supersede these conditions howsoever shall not apply in so far as such revision amendment or supersession is specifically agreed by ngn in writing, Consequently any order placed with ngn is deemed to create a binding Agreement between ngn and the Customer incorporating these terms and conditions whether specifically accepted or otherwise.

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Reg. No. 5719519
VAT No. 878033306

4. Due to the nature of ngn's products and services it is not always possible to specify comprehensive details of the product and / or service and requirements clearly on an order acknowledgement. Consequently these will not be issued. The Customer is responsible to specify its requirements clearly on its order. Full details of ngn's interpretation of the customer's requirements will be available on request, If not so requested the Customer shall not be entitled to reject the product or service provided by ngn on the basis that it is not as ordered unless there is an obvious difference between the Order and the product or service supplied.

5. ***cancellation***

Cancellation of any Order will only be accepted without charge provided that no work has been done nor any special materials ordered which cannot be cancelled without cost to ngn. Work carried out prior to cancellation will be charged on a quantum meruit basis save that cancellation shall not be accepted on any Order which has been substantially completed.

6. ***customers credit***

ngn reserves the right not to enter into a Contract with a Customer where that Customer's creditworthiness is not approved by ngn. Where a Contract has been entered into prior to all usual investigations the Customer's credit having been completed, then, if such investigations into when complete prove to be unsatisfactory to ngn, then ngn reserves the right to rescind such Contract and the Customer hereby acknowledges that ngn is under no obligation, legal or otherwise, as a result of such rescission to the Customer, its sub-contractors or any other third party in respect thereof.

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7. *terms of estimate*

Any estimate submitted (unless otherwise expressly stated) is conditional upon acceptance in writing by the Customer within ninety days of submission and may be liable to withdraw or alteration without notice at any time before acceptance. All estimates are based upon all work being completed in one visit in normal working hours. Any waiting time, expenses additional visits or overtime which is instructed, requested or made necessary by others for any reason whatsoever shall be charged additionally.

8. *deliveries*

- (i) Delivery dates are given in good faith but are approximate only and no liability or blame will be accepted in event of late delivery being caused by circumstances beyond ngn's immediate control.
- (ii) Delivery will normally be made by ngn or its agent carriers to the Customer. Delivery to site will only be affected by special arrangement between ngn and the Customer for which ngn reserves the right to make additional charge.
- (iii) All goods should be examined by the Customer immediately upon receipt. The signature by the customer or its employee, or agent on the delivery note will be deemed to constitute acceptance by the customer of the goods in good condition and conforming in all respects with the order. Should any defect be found to the glass, ngn must be notified in writing within three days of the delivery.

9. *templates*

Where templates are required it is the responsibility of the Customer to ensure that they are accurate and of good quality material.

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Templates will not be returned to Customer unless the Customer expressly requests return of templates an additional returns charge will be applied. (Also see 16, a, I)

10. *dimensional tolerances*

A tolerance of +/- half of the thickness of the glass to a maximum of +/- 6mm is required by ngn in accordance with industry standards. No claim for any product reported to be outside the agreed dimensional tolerances can be accepted unless the item is undamaged, available for collection and inspected by ngn.

11. ngn reserves the right to decline to produce repeats in construction, which in ngn's reasonable opinion or experience has shown to be unsound or which are regarded as obsolete.

12. *prices*

Unless an estimate has been given by ngn and accepted under the terms of condition 6 hereof

- (i) Prices charged will be those ruling at the day of delivery of the goods
- (ii) Prices are issued subject to review without prior notification
- (iii) All products are sold subject to V.A.T. at the rate chargeable at the day of delivery
- (iv) In the event that ngn incurs additional costs of labour or transport over and above those provided for in any estimate then ngn shall in its absolute discretion have the right to increase the contract price as indicated on the relevant estimate by the amount of such increased costs.

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13. *fixing*

The following will be provided by the Customer, at its own expense, as and when required by ngn to adhere to any agreed programme.

a) **goods**

The Customer will receive, unload and protect the goods and be responsible for their safe custody until release to ngn for incorporation in the works. Should the goods be damaged or destroyed prior to such release then the cost of replacing or repairing the same shall be borne by the Customer.

b) **scaffolding**

The provision of scaffolding, mobile towers and suitable lifting gear and facilities to enable the work to be carried out safely and in accordance with any statutory provision regulation order bye-law or any modification or re-enactment thereof. Any necessary documentation relating thereto will be made available and handed over to ngn.

14. *payment*

- a) Where estimates or orders provide for the manufacture delivery or installation of goods ngn will raise an invoice on delivery (or on notice that the goods are available for collection by the Customer) or on completion of the installation which invoice will be paid by the last day of the month following.
- b) Where provision is made for payment on the certificate of an Architect, Engineer, Surveyor, Contractor or other such proper person payment for installation work (but not manufacture or delivery which shall be paid in accordance with clause 13a) shall be made within 14 days of the issue of such certificate. It is hereby specifically agreed that application for such certificate shall be duly and promptly notified to ngn whose invoices will be

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submitted on the last day of each month for certification monthly. Failure by any party to comply with this procedure will immediately render the invoice to become due for payment.

- c) If any invoice is not paid on the due date all other invoices raised by ngn against the Customer will be deemed to be due and become immediately payable in full. ngn reserves the right to charge interest on any overdue invoices at the rate of 2.5% per month on the amount then outstanding. In the event of proceedings being issued for non-payment of overdue invoices the Customer will be charged for all goods manufactured which will remain on ngn's premises until all outstanding payment has been received.
- d) If goods are not able to be received by the Customer within one month after the invoice is issued ngn reserves the right to charge a storage fee on a full monthly basis. The goods are stored at the risk of the Customer.

15. *property and risk*

- a) Risk in the goods shall pass to the Customer on delivery or payment, whichever occurs first.
- b) Property in the goods shall pass to the Customer only when payment in full for all of the goods delivered by ngn to the Customer pursuant to the relevant order (including interest where applicable) has been received by ngn and pending such payment the Customer will not use the goods or take any action in connection therewith which is inconsistent with ngn's title thereto. Where goods delivered under this Contract have been sold by the Customer either in their original form after further modification and or incorporated in some other product then the Customer shall be trustee for ngn for the proceeds of sale there of in respect of such proceeds until ngn shall have been paid fully thereof.

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- c) ngn by its employees and or agents shall be entitled to enter upon or into any land premises or vehicle of the Customer to recover possession of its goods, a licence for which purpose is hereby granted if:
- (i) The Customer shall be in breach of any of these terms and conditions.
 - (ii) ngn reasonably considers for any reason that its goods are in jeopardy or
 - (iii) on the happening of any of the following events:-
 - a) Any Notice to the Customer that a Receiver, Liquidator, Manager or Administrator of the Customer is to be or has been appointed.
 - b) Any Notice to the Customer that a winding up petition is to be or has been presented or Notice to convene a meeting to consider such a proposal (except in relation to a bona fide reconstruction or amalgamation)
 - c) A decision by the Customer that it intends to make arrangements with its creditors or enter into a voluntary arrangement, Trust Deed or Composition with its creditors.
 - d) Any act of bankruptcy or insolvency by the Customer.
 - e) Any event or default which causes ngn to consider that its title to the goods or proceeds of sale may be adversely affected then and in any such case the Customer's authority to use the goods shall terminate and the Customer will immediately re-deliver the goods to ngn.
 - f) Recovery of the goods, the subject of this agreement by ngn from the Customer will not release the Customer from the obligation to pay ngn for work done and materials supplied.

The Customer will notify ngn immediately upon the happening of any events or matters referred to under clause 14 hereof.

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On the happening of any events mentioned in sub-clauses 14(iii)(a) and or (b) the benefit and burdens of these conditions are hereby assigned unconditionally to the Receiver and Administrator or Liquidator.

16. *liability*

No liability is accepted (to the furthest extent permitted by law) for any breach of statutory duty or for negligence except that if any goods are defective workmanship by ngn in which case ngn shall only be liable to the extent required to remedy or replace such defects and only then to the extent that this is due to the defective workmanship of ngn. ngn may in any such event refund to the Customer the price for a proportionate part thereof (where applicable) but shall have no further liability to the Customer and in particular for any consequential loss arising there from.

17. *warranty*

- a) ngn warrants that on delivery the goods will correspond with their specifications and / or description as set out in the Customer Order, subject to any variations agreed in writing between the Customer and ngn and that the goods will comply with any printed warranty given by ngn current at the date of the Order relating to the type of goods the subject of the Order. No warranty or liability is given or accepted in the following circumstances:-
- (i) in respect of any defect in goods arising from any drawing design materials or specifications supplied by the Customer
 - (ii) any defect arising from fair wear and tear, wilful damage, negligence or failure to follow ngn's instructions (whether in writing or oral) misuse or alteration in any manner without ngn's approval

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- (iii) If the total price of the goods has not been paid by the due date for payment
 - (iv) Where the customer has failed to comply with the relevant assembly, fitting or storage instructions relating to the product
- b. Curved double glazed units carry a 3 year warranty; all other products produced a 5 year warranty.
- c. Any claim by the Customer which is based on any defect in the quality or condition of the goods or their failure to comply with specifications shall (whether or not delivery is refused by the Customer) be notified in writing to ngn within three days from the date of delivery. If delivery is not refused and the Customer does not notify ngn accordingly, the Customer shall not be entitled to reject the goods and ngn shall have no liability for such defect or failure and in that event the Customer shall pay for the goods as if they had been delivered in compliance with the Customer's Order.
- d. No responsibility will be accepted by ngn for striations and minor blemishes which may have arisen in the course of glass making and or bending. Any complaint made in respect of the quality of the glass will be referred by ngn to the manufacturer and any credit agreed by the manufacturer following inspection will be passed on to the Customer. The decision of the manufacturer in any such event shall be final and binding on the parties hereto.
- e. ngn shall not be liable to the Customer by reason of any representation, implied warranty, condition or other term, duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for negligence of ngn its employees, agents or otherwise (except in respect of death or personal injury caused by ngn's negligence) which arise out of or in connection with the

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supply of the goods or their use or re-sale by the Customer, except as expressly provided in these conditions.

- f. The limitations and conditions contained herein when accepted by the Customer are hereby expressly acknowledged to be deemed to be reasonable within the meaning of the Unfair Contract Terms Act 1977 (and any statutory amendment thereof) due to the nature of glass products.
- g. The Customer's own materials will be handled with care by ngn but are only accepted at the risk of the Customer. Glass supplied by the Customer for toughening will be processed entirely at the Customers own risk and will be charged for each piece supplied and processed, even if an item is broken during the toughening process.

18. ngn reserves the right to make such modifications and or improvements to any of its products as it deems necessary without prior notification but such modification and or improvements shall not entitle the Customer to reject any product so improved and or modified or any product previously supplied by ngn to the Customer prior to such modification being made.

19. *conflict*

- h. Should there be any conflict between the conditions of Contract of ngn and the conditions of Contract of the Customer or of any other Contradictory Supplier, sub-contractor or Agent of the Customer relating to goods or products supplied or the title to goods or products supplied then as is hereby expressly agreed the Conditions of Contract of ngn are to prevail and apply in all and any event
- i. Funds received by the Customer by way of payment or interim payment in respect of contracts for which goods or products supplied by ngn forms

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the whole or part shall to the value or quoted price be held by the Customer at the written request of ngn in a designated or separate Bank Account as trustee and Customer to ngn in accordance herewith

- j. The terms and conditions hereto shall be read and construed in accordance with English Law and the parties hereto hereby agree to submit to such jurisdiction in respect of any dispute or difference arising between the Parties.
- k. The Customer shall indemnify ngn from and against all legal and other costs properly incurred by ngn in enforcement of its rights under these Conditions.

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visual quality standard for installed insulating glass units constructed from flat transparent glass.

as used by Pilkington and the Glass and Glazing Federation and accepted as the standard for the inspection of flat glass, ngn products to be inspected using the same criteria as toughened products.

1. Transparent glass used in the manufacture of insulating glass units is identical to that used traditionally for single glass and will therefore, have similar level of quality.
2. Both panes of the sealed unit shall be viewed at right angles to the glass from the room side standing at a distance of not less than 2 meters (but for toughened, laminated or coated glasses not less than 3 meters) in natural daylight and not in direct sunlight with no visible moisture on the surface of the glass. The area to be viewed is the normal vision area with the exception of a 50mm wide band around the perimeter of the unit.
3. Flat transparent glass, including laminated or toughened glass, shall be deemed acceptable if the following phenomena are neither obtrusive nor bunched: totally enclosed seeds, bubbles or blisters; hairlines or blobs;

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fine scratches not more than 25mm long; minute embedded particles.

Obtrusiveness of blemishes shall be judged by looking through the glass, not at it, under lighting conditions as described in 2.

4. When thermally toughened glass is viewed by reflection, the effect of the toughening process may be seen under certain lighting conditions. The visibility of the surface colouration or patterns does not indicate deterioration in the physical performance of the toughened glass. Because of the nature of the toughening process, distortion will be accentuated when the glass is viewed in reflection or incorporated in insulating glass units.
5. Visible double reflection can occur under certain lighting aspect conditions, especially when viewed from an angle. This is an optical phenomenon arising from multiple surface reflections in sealed units.
6. The manufacture of flat laminated glass does not usually affect the visual quality of the glass incorporated in insulating glass units. However the faults generally accepted in paragraph 3 may be increased in number if several glasses and interlayers are used in the production of laminated glass. When viewed under certain light conditions, insulating glass units incorporating clear or tinted flat laminated glass may show a distortion effect caused by reflection on the multiple surfaces of the components of the laminated glass.

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7. *brewster's fringes*

The appearance of the optical phenomenon known as Brewster's Fringes is not a defect of the glass, and can occur with any glass of high optical and surface quality. This phenomenon is a result of the high quality now being achieved world wide by modern methods of glass manufacture. Brewster's Fringes occur if wavelengths of light meet up with each other when they are exactly 180° out of phase - an example of the phenomenon known to physicists as the interference of light.

The effect is similar to, although usually much smaller than the interference fringes which can sometimes be seen on toughened glass windscreens.

Brewster's Fringes occur when the surfaces of the glass are flat and the two panes of glass are parallel to each other, i.e. when the light transmission properties of the installation are of a very high order. This phenomenon is not a defect of the product, being dependent on the laws of physics and not on the quality of the insulating glass. In fact it arises because modern glass made by the float process is flat, therefore, free of the distortion inherent in sheet glass.

The occurrence of Brewster's Fringes is in its nature rather like (though very much more than) the fact that under certain conditions, the observer will see a reflection of himself in any window or door and no-one could claim that this was a defect of glass.

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NOTE: Patterned Glass - the above criteria do not apply to patterned glass as, due to the method of manufacture, imperfections such as seeds, bubbles are deemed to be acceptable.

curved toughened glass

The glass will be toughened to a similar standard as BS 6206 Class A but no standard exists for curved toughened glass. Glass will be marked with the ngn toughening stamp and any regulatory requirements. The mark to be on each glass usually near a corner.

curved shape capability

Rectangles and simple rakes. All tolerances will vary depending on complexity of shape.

edge condition

Smooth ground edges giving a flat profile with small ground arris. Shells or chips at edges will be ground out prior to toughening and do not constitute reason for rejection. Corners may be dubbed. Some variation in edgework may be discernible on exposed edges where different machine and/or hand forming is a requirement for manufacture. Such variations shall be kept to a minimum.

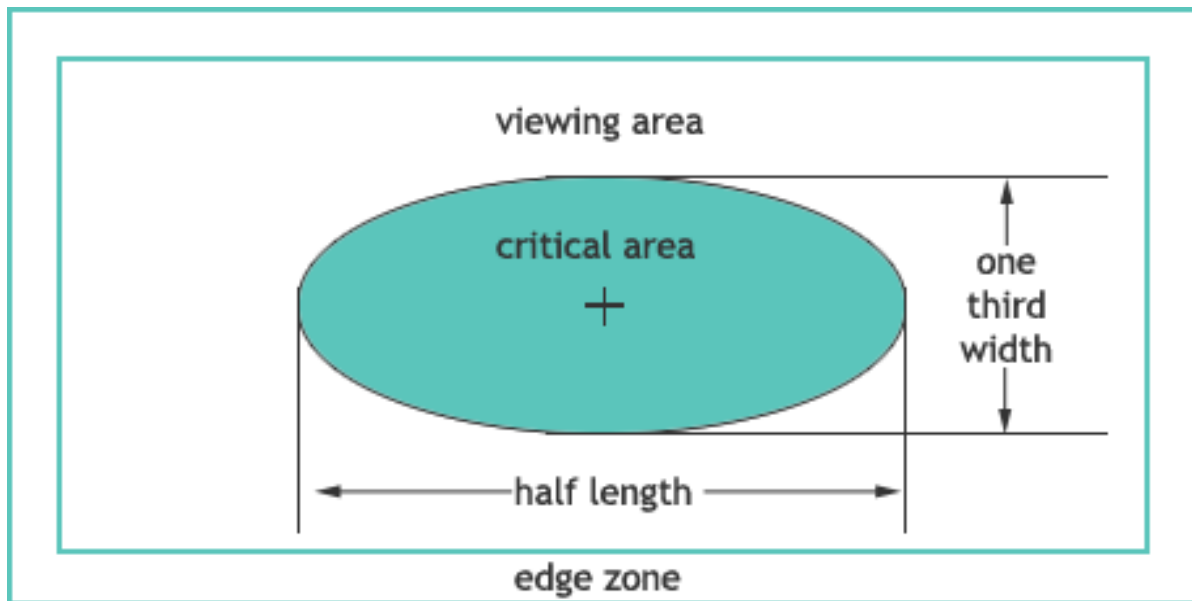
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Diagram showing critical and viewing areas and edge zone



viewing area

1. Scratches and sleeks not visible from 2 meter viewing distance acceptable.
2. Bubbles and inclusions not greater than 2.0mm at least 150mm apart acceptable.
3. Occasional white scars near to edge zone acceptable.

critical area

1. Fine scratches and sleeks not visible from 2 meters acceptable.
2. Bubbles and inclusions up to 1.5mm at least 150mm apart acceptable.
3. No white scars permitted.

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credit account application

Full Trading Title (please attach letterhead)

Ltd., Co., Reg., No.

Business Address

Post Code

Tel & Fax

Home Address (if partnership or sole trader)

Post Code

Tel & Fax

Main Contact email address

Accounts email address

Business Classification

(Company Directors, Partners, Associated Companies, Holding Companies etc.)

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Business Activities

BAC: - Sort code

A/c No

Banker's Name & Address

Trade Reference 1 - Please include contact name & telephone number

Trade Reference 2 - Please include contact name & telephone number

Anticipated Amount of Credit Required £

I hereby acknowledge receipt and acceptance of the Terms & Conditions as well as the Inspection Guidelines of Visual Defects in Double Glazed Units of novaglaze gardner & newton Limited.

Signed Name

Position Date

Please Fax back on +44(0)1484 517050

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