

HSG Group Limited (Company registration number: 03458148)
& its subsidiaries/ associated companies including Holloseal Limited (Company registration number: 06872156) and The Original Glass Company Limited (Company registration number 04575194), Chettisham Business Park, Lynn Road, Ely Cambs CB6 1RY

Terms and Conditions of Sale

General Terms

1. The words "the Group" in these terms and conditions refer to HSG Group Limited (Company registration number: 03458148) and its subsidiaries and associated companies including The Original Glass Company Limited (Company registration number: 04575194) and Holloseal Limited (Company registration number: 06872156).
2. All contracts and orders however accepted are subject to these terms and conditions of sale, which super cede any earlier sets of conditions appearing in the Group's brochures, price lists or elsewhere, which cannot be varied unless expressly accepted by the Group in writing signed by a Director.
3. Customers own conditions of order shall not be applicable unless stated herein or accepted in writing by a Director of the Group.
4. The Customer acknowledges that there are no representations outside these terms which have induced him to enter into the contract (which expression shall include any contract of which these terms form part).
5. All clerical errors and omissions are subject to correction without notice.
6. The Group reserves the right to effect design changes and to supply products of an equivalent or better performance without prior notice.

Prices

7. All quotations unless otherwise stated are open for acceptance in writing within 7 days of the date on which they are given. Any quotation which is not accepted in writing within this specified period shall become subject to market fluctuations in price and may be cancelled or revised at the Group's option and furthermore shall not constitute or form the basis of a contract entered into by the Group.
8. All amounts are subject to Vat at the rates applicable at the date of despatch.
9. All glass is manufactured in accordance with the customer's specific instructions. Therefore any order in writing subsequently cancelled will be subject to a re-stocking charge of 100%.

Delivery and Inspection

10. The Group shall be entitled to deliver the goods in one or more consignments unless otherwise expressly agreed.
11. Orders for delivery on specified dates or periods are accepted without liability for consequential loss or damage in the event of late delivery. Customers must provide labour to unload on site free of charge.
12. The Group reserves the right to charge for:
 - a) storage and/or any costs incurred in the event of deferment or delay in delivery at the request and/or action of the customer at a charge of £5 per stillage per day
 - b) A Rental charge of £1 per day for each of the Group's standard wooden A frames held for longer than 7 days following delivery of goods
 - c) A Rental charge of £70 per calendar week for each metal stillage's held for longer than 6 weeks from delivery.
 - d) A charge of £150 will be made for any large wooden stillages (2.4*2m) not returned within 6 weeks of delivery.
 - e) If metal stillage's are not returned then a charge of £500+ VAT will be applied.
 - f) Deliveries cancelled less than 48 hours prior to delivery or aborted on day of delivery. A minimum charge of £500 may be applied.
 - g) Maximum delivery waiting time is 1 hour, we reserve the right to charge for every hour over this time at £100 per hour.

13. Goods should be checked on arrival, or signed as seen and checked within 24 hours thereafter. Any claim for damage or shortage must be notified in writing to our Sales Office within 48 hours of delivery. If this condition is not complied with we cannot accept any liability for any damage or shortages, and if the complaint is a manufacturer's defect we shall only act as agents in passing on the matter for rectification. No liability shall be accepted for any form of consequential loss or refitting and fixing expenses.

Force Majeure

14. The Group shall not be liable for delay in delivery or completion of the contract caused by strike, war, civil unrest, fire or failure on the part of suppliers or sub-contractors or for any other reason beyond the Group's control and for loss or damage caused thereby.

Ownership

- 15(i) Risk in the goods shall for all purposes pass to the buyer upon delivery of the goods notwithstanding that title to the goods remains with the seller until the Group has received payment in full.
- 15(ii) Until all monies are received for the goods supplied to the customer:
 - a) The title to and property shall remain vested in the Group
 - b) The Group may at any time recover and re-sell the goods and shall be entitled to free and unrestricted entry upon the buyers premises and all other locations where the goods are situated.
 - c) The buyer shall possess the goods as bailee of the seller. In recognition thereof and of the Group continuing ownership of them the buyer shall store the goods for the Group in a proper manner without charge to the Group and distinguishable from other goods in the possession of the buyer
 - d) Upon re-sale of the goods by the buyer before title to and the property in the goods have passed to the buyer the proceeds of the sale thereof shall be received and held by the buyer in trust for the Group but the buyer shall be entitled to retain for himself therefrom any excess over the amount of the price then outstanding

Defective Goods and Claims

16. This contract is entered into on the express conditions that if any products supplied are not of the correct quality or specification, the Group's liability shall be limited to the replacement cost of those products which proved not to be in accordance with the said quality or specification and the Group shall not be liable for any loss however arising as a result thereof.
17. All representations, whether written or oral and whenever made, all express and implied warranties, condition, guarantees or liabilities in the contract whether as to quality, fitness for any purpose or otherwise in respect of the products are excluded. Except as specifically stated herein no liability arising wholly or in part out of any defect whatsoever in the products however such defect may be caused shall attach to the Group whether in contract or in tort for breach of statutory obligations and in particular and without prejudice to the generality of the foregoing words the Group shall not be liable to the purchaser as a result either directly or indirectly of any fault, failure or defect in the products or by reason of any other matter whatsoever except in so far as the supplier may be prevented at law from excluding such liability.
18. In the event of any claim against the seller in respect of any matter whatsoever the seller's liability (if any) shall be limited to the replacement of the goods sold in respect of which the liability arises if required and practicable or the buyer shall be given a credit for the invoiced value of the orders in respect of which the liability arises, under no circumstances whatsoever shall the seller be liable for any consequential loss or damage or any personal injury or damage or loss of any property other than stated herein howsoever and whatsoever arising. Any express or implied conditions, statements, warranty statutory or otherwise, are hereby excluded save where such exclusions are invalidated by statute. No claim by the buyer shall be accepted as a reason for cancellation of the remainder of the orders.
19. In the event of the buyer making a claim against the seller for any reason whatsoever, the goods in respect of which any such claim shall be preserved intact where delivered for a period of 7 days from notification of the claim to the seller within which time the seller have the right to attend at the place where the goods where delivered to investigate the complaint. No claim by the buyer will be accepted unless this condition is strictly complied with.
20. Glass is subject to minor imperfections in manufacture and whilst every effort is made to remove these faults in cutting the Group will not accept liability for any imperfection.

Payment

21. All accounts are granted at the Group's option and we reserve the right to suspend, revise or cancel any terms of payment agreed without notice and at our option and we also reserve the right where credit limits have been exceeded or payments are unsatisfactory to suspend delivery and cancel any outstanding contracts without liability and to take the necessary steps to enforce payment for all goods delivered without regard to any credit terms previously agreed.
22. In the event of payment not being made by the customer within the credit terms extended by the Group, the Group will charge interest on unpaid sums at the rate of 4% above Barclays Bank Plc base rate and will levy a surcharge of 10% of the total order value to cover our administration costs involved if court proceedings are taken to recover outstanding monies.
23. In the event that any monies remain unpaid beyond the Group's credit terms to the customer the Group may, in their sole discretion, revoke all and any discount previously afforded to the customer, both in relation to the goods forming part of the invoice or invoices unpaid and any other goods previously or to be invoiced in respect of which orders have been placed by the customer with the Group.
24. In the event of it becoming necessary to resort to action by any collection agency or solicitor to recover monies or enforce any part of these conditions in relation to the customer all fees charged to the Group including Vat will be paid by the customer.
25. In the event of the Group incurring bank charges as a result of the customer dishonouring or otherwise countermanning payment to the Group by a cheque all such charges will be paid by the customer.
26. The Group reserves the right to suspend or terminate any contract to which these terms and conditions apply as to future deliveries where payment is not made by the due date notwithstanding that the Group has exercised its option to charge interest on unpaid accounts.

Returns

27. Any customer returning goods against our warranty must ask for a "Customer Reference Number" from which credit will be issued, following suitable inspection of the goods. If no such note is issued we cannot issue credit, unless written proof is available.

Indemnity

28. The buyer shall indemnify the seller against any liability arising through execution by the seller of any orders placed by the buyer in accordance with the buyers specification where such infringes any patents, trade mark or registered design not owned by the buyer or the seller.

General Law

29. The contract shall be governed and construed in accordance with English Law and the customer submits to the jurisdiction of the Courts of England and Wales.
30. These terms and conditions shall not be construed so as to affect the statutory or common law rights of the buyer.

Ceramic Painted Panels

31. Painted panels are designed specifically for the use where there is a back-up wall and are not intended to be viewed from the painted side. If the panel is viewed from the painted side, pinholes and a possible lack of uniformity may be visible within the coating. The recommendation is that if the unit is viewed from both inside and outside the building, then faces 2 and 3 of the sealed unit are painted, therefore no contact can be made with the coated surface which is likely to damage it.