



**TOTALLY**  
GLASS

## TERMS AND CONDITIONS OF SALE

**1. General** - The following terms and conditions of sale apply to all quotations, contracts and sales made between Totally Interactive Limited (The Seller) and any customer or purchaser (The Buyer) for goods and services supplied or provided by the Seller. Subject to the provisions of the Unfair Contract Terms Act 1997 all prices for goods or services are quoted on the basis that contracts entered into will be based on these conditions. Any variation to these conditions must be negotiated by the Buyer prior to the placing of the order. Any terms and conditions of purchase on orders from Buyers will be of no legal effect insofar as they conflict with the Seller's terms and conditions of sale. Each and every contract is personal to the Buyer and the Buyer may not transfer all or any of its rights or obligations under any contract without the prior written consent of the Seller. The Seller reserves the right to amend, change or modify these conditions without prior notice to the Buyer. The headings in these terms and conditions are for convenience only and shall not effect their interpretation or enforceability. The Sellers are not, and do not hold themselves out to be, qualified designers. Any advise or Quotations provided by the Sellers are given on the assumption that the product specification is to be checked for suitability by an expert third party at the Buyers own cost.

**2. Establishment of Contract** - Any Quotation given by the Seller is only an invitation to the Buyer to make an offer, and no order shall become binding on the Seller until it has been accepted by the Seller in writing. A Quotation shall remain valid for a period of 30 days, after such time the Buyer's acceptance of the Quotation shall be at the Sellers discretion. The Sellers accept orders by post and email at the contact details set out in the Quotation.

'Quotation' shall be defined as the formal quotation calculated by the Seller, registered on the Seller's system, and sent to the Buyer for their consideration.

**3. Prices** - Unless otherwise agreed in writing on the acceptance of an order, any price quoted by the Seller or stated on the Buyer's order will be invoiced at the price ruling at the date of the delivery of the goods of provision of service. All prices quoted or charged are exclusive of Value Added Tax, which will be added at the rate applicable at the date of invoice or tax point.

**4. Delivery and Carriage** - any indication by the Seller on a Quotation or otherwise of a time for delivery is not guaranteed and no liability will be accepted by the Seller for late delivery. Unless otherwise stated on the Quotation or acceptance of order, carriage will be charged in addition to prices quoted or charged. Delivery costs are calculated by reference to weight, size and distance. Insurance during carriage shall be effected as agreed between Buyer and Seller.

**5. Returns, Complaints and Queries** - All queries on invoices must be communicated to the Seller within 21 days of the date of the invoice. In event of the goods being subject to damage or shortage the Buyer shall give written notice to the Seller within 3 days of the receipt of the delivery advice from either the Seller or Carrier. The Seller will not accept the return by the Buyer of any goods which are considered by the Seller to be Special Orders, save where those goods provided by the Seller are defective or unsuitable for the purpose for which they were held out to be suitable. Special Orders shall be deemed to include any items, which are not kept in stock by the Seller in the ordinary course of business, or any items which are standard stock items but have been adapted for the needs of the Buyer.

**6. Credit Accounts** - All orders from buyers who do not hold an approved credit account with the Seller are required to provide payment in full to accompany orders in advance of the delivery of the goods or provision of services and payment must include all packaging and delivery costs.

**7. Alterations of Specifications and Products** - The Seller reserves the right to change specifications or withdraw or add product or services from catalogues and price lists without notification to Buyers unless otherwise agreed in writing on acceptance of order.

**8. Payment** - Unless otherwise agreed in writing prior to the placement of any order by the Buyer payment for goods or services supplied shall be made in full not later than the end of the following month of invoicing. Payment according to terms is of the essence of the contract and in the event of non-payment by the Buyer according to terms the Seller reserves the right to withhold further deliveries of goods or performance of services until payment of all monies due to the Seller have been received. The Seller further reserves the right to charge to the Buyer interest on all overdue accounts at the rate of 3% over Barclays Bank PLC base rate. The seller accepts payment by BACS/CHAPS or Cheque.



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**9. Title** - Property in the goods shall not pass to the Buyer until both the purchase price of the goods has been paid in full and payment is made to the Seller of any sum which is at the date of the contract or may thereafter become due from the Buyer to the Seller. Until property in the goods has passed to the Buyer the Buyer will hold the goods or their proceeds of resale in a fiduciary capacity. Although the ownership of the goods remains with the Seller until goods are paid for in full, the Buyer will accept the risk in the goods and will insure them. The Buyer will keep the goods separately identifiable and grants an irrevocable licence to the Seller to enter on to the Buyer's premises or other site where the goods are stored with agents and vehicles if appropriate to recover the Seller's property. This clause shall be enforceable, whether or not the goods have been installed by either the Seller, or a third party, for the Buyer or any third party nominated by the Buyer. The Seller shall not be held accountable for any damage caused to the Buyer's or any nominated third party's property through the enforcement of this clause.

**10. Force Majeure** - In the event of the Seller being unable to perform all or any part of the contract due to force majeure, the Seller shall be excused performance subject to the Seller undertaking to take all action to mitigate or remove the reasons for non-performance and to resume performance of the contract as soon as such reasons are removed. Force majeure includes Acts of God, strikes, lockouts, industrial action, fire, accident, earthquakes, storms, floods. Explosions, war or any other circumstances beyond the reasonable control of the Seller.

**11. Defective Goods** - Within one year of the date of purchase the Seller will replace free of charge any goods which are defective subject to the Buyer notifying the Seller in writing within 3 working days of discovering the defect and subject to the goods not having been improperly installed, subject to misuse or any form of unauthorised repair by the Buyer or an independent third party. The Seller shall not be liable for consequential costs incurred by the Buyer as a result of any defective goods. The Seller's liability in respect of defective goods is strictly limited to replacement of the goods or reimbursement of the original value of the goods subject to the aforementioned conditions. Nothing in these conditions will exclude the Seller's liability in respect of death or personal injury resulting from the negligence of the Seller or its agents.

**12. Right to Sub Contract** - The Seller reserves the right to Sub Contract any part or all of the contract.

**13. Termination** - The Seller reserves the right to terminate the contract in the event of the Buyer failing to pay sums due to the Seller or if the Buyer breaches any terms of the contract or if the Buyer commits an act of bankruptcy or is unable to pay its debts within the meaning of Section 123 of the insolvency Act 1986.

**14. Law** - These conditions and any contract between the Seller and the Buyer shall be governed by the laws of England and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.

**15. Cancellation** - The Buyer may cancel their order at any time prior to delivery of the goods by the Seller. In the event of a cancellation by the Buyer, the Seller reserves the right to invoice the Buyer for any work carried out up to the date of Cancellation.

**16. Amendments to Order** - The Seller will endeavour to put into action any instruction received in writing from the Buyer to amend an order. The Seller reserves the right to refuse to amend an order where they do not feel it is practicable. The Seller reserves the right to make additional charges where it is necessary in order to action an amendment instruction for the Buyer. The Seller will not be held accountable for any delay incurred as a result of the Seller carrying out the Buyer's instructions.

**17. Waiver** - No waiver by the Seller of any breach of these terms and conditions shall be considered.

**18. Arbitration** - Any disputes arising from these conditions or any contract or variation entered into by the Seller with the Buyer which cannot be settled in the ordinary course of business shall be referred to a single arbitrator in accordance with the Arbitration Act 1996 or any modification thereof for the time being in force.

**20. Severability** - If it becomes necessary for a court to enforce these terms and conditions and any one or more of these conditions are found to be invalid or unenforceable, this will not affect the remaining terms and conditions herein.