FireGlass
A Saverto Company

FIRE GLASS
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CONDITIONS OF SALE

1. (a) The Seller' means FIRE GLASS (UK) or any of its subsidiary companies which has made the quotation or acknowledgement of order subject to these conditions.

   (b) 'The Buyer' means the individual or individuals or incorporated or unincorporated body with which the Seller has contracted subject to these conditions.
2. All quotations are, unless stated on the face thereof, open for acceptance for a period of 21 days from the date thereof, provided that the Seller shall be entitled, without incurring any obligation or liability, to rescind the contracts so created within 14 days of the acceptance of a quotation by giving written notice to this effect. Any acceptance received by the Seller after 21 days from the date of quotation will not constitute a valid acceptance but will be treated as an offer, which the Seller may accept if it so wishes.
3. The Seller shall sell and invoice goods at the prices ruling at date of despatch. All reasonable endeavours will be made to notify the Buyer of alterations in prices between the date of order and the date of despatch.
4. In respect of approved credit accounts, payment is due by the last day of the month following delivery unless otherwise agreed in writing by the Seller. Interest may be charged on any accounts outstanding after the due date for payment at 4% above NWB base rate. In all other cases terms of payment are cash with order or on collection.
5. Without prejudice to its other rights and remedies, in the event of non payment by or on the due date, the Seller shall be entitled to repossess any goods which are in the possession or control of the Buyer and if the Seller does so then the Buyer shall cease to be entitled to sell any goods supplied by the Seller.
6. In the case of goods 'ex works' the risk of loss shall pass to the Buyer on collection of the goods. In the case of the Seller agreeing to deliver the goods, risk shall pass on delivery.
7. Notwithstanding delivery of the goods or of any documents representing the goods, the property in each item of the goods shall remain with the Seller until receipt by the Seller of payment in full for each item, and (but so that this further provision shall be severable from the foregoing) until receipt by the Seller of payment in full of any sum from time to time owing to the Seller on any account whatsoever.

   (a) The Buyer shall (unless otherwise agreed by the Seller in writing) ensure that all goods, which are in possession or control of the Buyer and the property in which remains with the Seller, are stored separately so that they may readily be identified.

   (b) Subject to clause 5 above, the Buyer may sell any item of the goods prior to the Seller receiving payment in full for such item in such event: (i) such sale shall be deemed to have been effected by the Buyer as agent for the Seller; (ii) the Buyer shall hold on trust for the Seller and shall account to the Seller for the proceeds of such items; and (iii) until payment to the Seller in full for such item the Buyer shall maintain such proceeds of sale in a separate bank account.
8. Whilst all reasonable endeavours will be made to ensure prompt delivery, the time quoted shall not be a term of the contract and no liability for late delivery including any claim for loss of production or other direct or indirect losses or expense whether notified or known to the Seller will be accepted
9. The Seller will not be liable for any claim for loss arising from the following:

   (a) Defects of quality and or manufacture unless full details are notified to the Seller within 7 days from the date of delivery;

   (b) Short delivery unless claims are notified to the Seller within 3 days of receipt of goods;

   (c) Non-delivery unless claims are notified to the Seller within 7 days of despatch of goods. In the event of any claim the Seller's liability shall in no circumstances exceed the invoice price of the defective or missing piece(s) or board(s) or any other material supplied.
10. The Seller does not guarantee or warrant or hold out the suitability of any goods for any particular purpose and the Buyer acknowledges that he is not relying on the Seller in this respect. The Seller cannot accept any claims for any losses, including claims for loss of production arising from any defect in any goods howsoever rising.
11. These conditions shall govern the contract between the Buyer and Seller, and the Buyer hereby excludes all liabilities (including liability for its negligence) and all other items, conditions and warranties express or implied and whether written or verbal not contained herein.
12. All proprietary lines are sold by the Seller subject to the same specification and conditions of sale (save in so far as they conflict with these Conditions of Sale shall prevail) as are imposed on the Seller by the particular manufacturer and the acceptance of the goods will be treated as an acceptance of such specifications and conditions (save as aforesaid). Copies of the manufacturers' Conditions and Specification are available for inspection during normal working hours.
13. Cancellation off orders cannot be accepted in respect of the following:

    (a) Special order material;

    (b) Material already despatched; and

    (c) Specially cut material prepared for despatch.
14. Responsibility will not be accepted for any injury, loss or damage arising from the use of goods supplied by the Seller but the Seller does not exclude liability for death or injury to the extent that it results from the negligence of the Seller or its agents or employees.
15. Unless expressly agreed by the Seller in writing, any addition to, or modification of these conditions shall be deemed not to have been accepted by the Seller.
16. The Buyer acknowledges that the provisions contained in these Conditions are reasonable having regard to the fact that the Buyer has neither inspected the goods prior to the conclusion of the contract, or has decided at his own risk to have inspected the goods.
17. These conditions shall in all respects be construed and carried into effect in accordance with the Laws of England.

Fire Glass UK Limited. A Saverto Company. Registered in England No. 6737753 at International House, Millfield Lane, Haydock, St. Helens, Merseyside WA11 9GA.