

These conditions of sale apply to the supply of goods by Advanced Sealed Units Ltd ("the seller") to its customers ("the buyer"). Please read them alongside our Privacy Policy.

1. Application and variation of these conditions

- 1.1 Unless otherwise expressly agreed in writing by the seller, these conditions apply to any contract between the seller and the buyer for the supply of goods ("contract") and supersede any earlier conditions issued by the seller and shall override any terms or conditions of the buyer.
- 1.2 These conditions are open to negotiation before the seller accepts the buyer's order (whether or not in writing), which negotiation may result in change to any price published or earlier referred to.
- 1.3 If the whole or any part of any one or more provisions of the contract are invalid or unenforceable at law, all other provisions of the contract shall remain in full force and effect and the parties shall negotiate in good faith to agree and implement one or more substitute provisions having similar effect so far as the law permits.

2. Prices

- 2.1 Prices are subject to withdrawal without notice, and unless agreed otherwise in writing, goods will be invoiced at the prices ruling at the date of despatch.
- 2.2 Prices quoted are exclusive of VAT. Additional charges will be made in respect of all increases in the cost of labour, materials, plant and overheads occurring after the date of quotation.
- 2.3 Where the buyer expressly wishes the seller to deliver to site, the seller is entitled to levy extra charges.
- 2.3a A minimum delivery charge of £50 + VAT is applicable on all deliveries below the value of £110 + VAT.
- 2.4 There are minimum area charges, which vary according to the goods ordered. Ovals, circles or irregular shapes will be charged the full rectangular area from which they are cut, and surcharges will apply to such goods. Prices are determined by reference to rounded metric measurements to two decimal places.
- 2.5 These minimum area charges and/or surcharges and/or rounded metric measurements from which prices are determined have been communicated to the buyer and the buyer accepts the same.
- 2.6 The total area chargeable in relation to any goods is the area of each item so calculated multiplied by the number of items ordered.

3. Payment

- 3.1 Time of payment shall be of the essence of any contract. For a buyer with an account, payment is due on or before the day due as per the credit terms agreed. If the buyer makes default on payment, payment in respect of all goods delivered but not paid for shall immediately become due and payment in respect of any goods delivered during the continuance of any such default shall become due immediately upon delivery.

- 3.2 Buyers who do not hold an account will be required to pay the whole purchase price of the goods before the goods are manufactured and/or delivered.
- 3.3 No retentions are permissible, and the buyer has no right to set off disputed moneys in respect of goods under any contract to which these conditions apply.
- 3.4 If the buyer fails to make any payments when due we may, at our option and without prejudice to any other rights or remedies which we may have under the contract or otherwise, suspend further deliveries and the processing of new orders until payment is made, or terminate the contract.
- 3.5 The seller may at any time suspend the performance of its obligations under any contract until the seller is satisfied that the buyer can pay, or has given security for payment, for the goods.

4. Title

- 4.1 The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received full payment for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sums payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.
- 4.2 Until such time as the property in the goods passes to the buyer:
 - 4.2.1 the seller shall have absolute authority to retake, sell or otherwise deal with or dispose of all, or any part of, the product in which title remains vested in the seller;
 - 4.2.2 for the purpose specified above the seller or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the product or any part thereof is installed, stored or kept, or is reasonably believed so to be;
 - 4.2.3 the seller shall be entitled to seek a court injunction to prevent the buyer from selling, transferring or otherwise disposing of the product;
 - 4.2.4 the buyer shall store or otherwise denote the product in respect of which property remains with the seller in such a way that the same can be recognised as the property of the seller;
 - 4.2.5 the product must be retained by the buyer in identical packaging and in secure conditions, and the buyer must not allow it to become intermingled with any other products or substances;
 - 4.2.6 any amount, including collection costs and expenses, that is not paid when due will bear interest until fully paid at the rate of 2.5% per month compounded monthly, or at the highest rate permitted by applicable law. The seller shall also be entitled to recover its costs, and acceptance of such interest shall not be deemed to be a waiver of any of the buyer's obligations respecting payments.

5. Delivery and risk

- 5.1 Delivery shall, unless otherwise agreed, be at the buyer's normal place of business. The seller reserves the right to choose the form of transport for the goods and the composition of the load.

- 5.2 Delivery dates and times are estimates only and no guarantee is given as to delivery at any date or time. This clause is incapable of variation and it is expressly agreed that time is not and cannot be made of the essence.
- 5.3 If for any reason the buyer is unable to accept delivery when due, the goods will be invoiced and payment will fall due as per the buyer's terms in which the goods are ready and due for delivery. Where the buyer defers accepting delivery after the goods have been manufactured, the seller may charge the buyer for any reasonable storage or additional transport costs which result.
- 5.4 When the goods (whether or not being the actual quantity ordered) are either collected by the buyer from the seller's premises or are free of all vehicle transit restraints and ready for unloading by the buyer at the agreed delivery address, delivery in relation to those goods is complete and the risk in them shall pass to the buyer.
- 5.5 On arrival of the goods at the place of delivery, the buyer shall promptly provide unloading facilities and when the goods are ready to be unloaded shall unload the goods promptly. The seller shall be entitled to recover from the buyer all and any costs and expenses incurred as a result of the buyer's failure to do so.
- 5.6 The buyer is responsible for the unloading of the goods and for any damage to the goods during unloading however caused. Any assistance provided by the seller or its agents in respect of any unloading is entirely at the buyer's own risk.
- 5.7 The buyer agrees to inspect the goods upon delivery or collection. The seller shall have no liability for any loss or damage to goods in transit when the buyer has signed the delivery note, or other delivery documents, as received in good condition.
- 5.8 Pallets, frames, stillages and all other distribution equipment are the property of the seller and must be returned to the seller on demand. On failure to return pallets, frames, stillages and any other distribution equipment, the buyer accepts the cost of replacements at the current market rates. Any re-use of such equipment by the buyer is entirely at the buyer's own risk. Any deposit that has been charged thereon will only be credited to the buyer when the buyer returns the equipment to the seller, carriage paid and in good condition, within three months from the date of despatch.
- 5.9 The buyer shall not be entitled to reject any goods on the grounds that they have been delivered in incomplete quantities.

6. The buyer's and seller's rights

- 6.1 Any quotation given by the seller is not an offer until both parties have established the correct products required.
- 6.2 In no circumstances can orders for goods, whether made to the buyer's specific requirements or not, be cancelled by the buyer. In the event of such a cancellation the buyer will be obliged to pay any material costs plus a handling charge for the goods and administration costs incurred in full.
- 6.3 The seller shall not be held responsible for the duplication of supply should more than one copy of an order be received from the buyer.
- 6.4 If goods ordered are to be supplied to a template and the template dimensions differ from those specified in associated documents or correspondence, the order will be executed to the dimensions of the template. Templates must always be of a rigid material.

- 6.5 In accordance with trade custom, buyer's glass is handled, stored and processed at the buyer's own risk.
- 6.6 All illustrations, data and information in the seller's printed literature are approximate representations and are not binding in detail. The seller reserves the right to change specifications and other information in its literature and the buyer must satisfy itself that the current stocks of goods are as depicted in any literature.
- 6.7 If a cheque received from the buyer is returned or re-presented by the seller's bank, a minimum charge of £50 plus VAT will be made on each separate occasion.
- 6.8 If the buyer should receive any defective goods, it is their responsibility to inform the seller of the defect and request a collection note from the seller once available for return. Upon receipt of a returned product and the agreement by the seller that a product is defective, a credit note will be provided. All defects must be reported to the processing team within 48 hours upon receipt of delivery.
- 6.9 Any contract or order to which these conditions relate is between the seller and the buyer as principals and is not assignable by the buyer without the express written consent of the seller.
- 6.10 The supply of goods hereunder shall not confer any right upon the buyer to use any of the seller's trademarks without our prior written consent, and at all times such trademarks shall remain the seller's property. Nor does it imply any right to use any patent that the seller may have, or any indemnity against infringement of the rights of third parties.
- 6.11 Where goods are manufactured and/or processed by the seller in accordance with the buyer's specification, the buyer shall indemnify the seller in respect of any liability incurred by the seller in respect of any infringement or alleged infringement of any patent, design, copyright, trademark or other intellectual property of any third party.
- 6.12 Unless expressly agreed otherwise in writing, the seller may manufacture the goods at any of its works or plants and/or the seller may sub-contract the manufacture and/or supply of the goods.
- 6.13 Unless otherwise specifically agreed in writing by the seller, the goods are supplied only on these conditions and no variation from or addition thereto (whether contained in any document emanating from the buyer or made orally by any person acting or purporting to act on the seller's behalf) shall have effect unless it is in writing signed by a person duly authorised on the seller's behalf. Should any of these conditions conflict with any conditions stated in the buyer's order, these conditions shall prevail. The buyer giving any delivery instructions for the goods, or any part thereof, or the acceptance of delivery of the goods, or any part thereof, or any document from the buyer in confirmation of the transaction set out on the basis thereof, after receipt of this document, shall constitute unqualified acceptance from the buyer of these conditions.

7. Warranties, liabilities and standards

- 7.1 The seller warrants to the buyer that goods shall conform to appropriate product standards as approved by the British Standards Institution (where applicable), or otherwise to recognised industry standards defined and published by the Glass and Glazing Federation, 44-48 Borough High Street, London, SE1 1XB.

- 7.2 The seller's standard warranty in the format current at the date of the relevant contract shall apply to insulating glass units.
- 7.3 Save as expressly provided by these conditions, or as expressly provided in any specific written warranty issued by the seller, or as otherwise specifically agreed in writing by the seller, all the seller's representations and statements (whether express or implied) and all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.4 Goods represented by the buyer to be defective shall not, save as expressly provided for in these conditions or in any specific written warranty issued by the seller, form the subject of any claim for injury, loss, damage or any expense howsoever incurred, whether arising directly or indirectly from such alleged defects, other than death or personal injury resulting from the seller's negligence.
- 7.5 Except in respect of personal injury or death caused by the seller's negligence, the seller shall not be liable to the buyer for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise) which arises in connection with the supply of goods or their use or resale by the buyer.
- 7.6 Optical, dimensional, other physical properties and colour of the goods are subject to the seller's manufacturing specifications, tolerances and/or standards, details of which are available on request.
- 7.7 Specification of the correct glass in accordance with appropriate British Standards and/or other statutory requirements is the responsibility of the buyer. Where the goods ordered appear to contravene a relevant code of practice or British Standard, the seller reserves the right to substitute goods which meet the requirements and charge accordingly.
- 7.8 The buyer shall be responsible for the correct use and/or installation of the goods and indemnify the seller in respect hereof. The seller accepts no liability for loss or damage resulting from failure to adhere to recommendations and guidelines laid down by the Glass and Glazing Federation.
- 7.9 The seller shall not be liable for any advice or representation in respect of the goods unless confirmed in writing.

8. Force majeure

- 8.1 If the performance of any contract or any obligation thereunder is prevented by force majeure, the seller shall be excused performance, provided that the seller reasonably endeavours to remove such cause(s) of non-performance, and shall continue performance thereunder without delay whenever such cause(s) are removed.
- 8.2 The term "force majeure" for these purposes includes acts of God, fire, accident, lightning, earthquakes, storms, floods, explosion, war, strikes, lock-outs, other industrial action, and any other circumstances, whether similar or dissimilar, beyond the reasonable control of the seller.

9. Termination

If the buyer makes default in any payment, or commits any breach of the terms and conditions of any relevant contract, suffers distress on execution, becomes insolvent, commits an act of bankruptcy, enters into any arrangement or composition with his creditors or goes or is put into liquidation (other than solely for amalgamation or reconstruction), or if an administrative receiver or administrator is appointed over the whole

or any part of the buyer's business, or if a petition for an administration order is presented to the court, the seller may, without prejudice to any rights which may have accrued or which may accrue to it, at its option:

- 9.1 require payment in advance for all or any prior, existing and/or further deliveries; and/or
- 9.2 suspend any further deliveries until such default or breach, if capable of rectification, is rectified; and/or
- 9.3 terminate the relevant contract; and/or
- 9.4 terminate any other contracts so far as any goods remain to be delivered thereunder.

10. Applicable law

These conditions and any contract arising hereunder shall in all respects be construed in accordance with English law, and the buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

11. Online trade portal

- 11.1 The trade portal at www.asu.ltd is provided for the use of trade account holders. Log-in details are personal to the account and must be kept confidential. The buyer is responsible for activity carried out under its account and must tell us promptly if it believes the account has been used without authorisation.
- 11.2 Prices shown in the quote builder are generated from the pricelist assigned to the buyer's account and are indicative. Every quote remains subject to checking and approval by the ASU team, and to stock availability, before it forms the basis of an order. Clause 1.2 and clause 6.1 continue to apply.
- 11.3 A quote is valid for 30 days from the date of issue. After 30 days it must be re-priced before use and may be subject to price increases in line with clause 2.2.
- 11.4 Delivery dates and time slots shown in the portal are estimates to help the buyer plan, and are given subject to clause 5.2.
- 11.5 We may change, suspend or withdraw portal access, or any part of the portal, including where an account is suspended under clause 3 or clause 9.

12. Personal data

We handle personal data in line with UK data protection law. Our Privacy Policy explains what we collect, why we hold it, how long we keep it and the rights available to individuals.

13. Technical standards, inspection and acceptance

- 13.1 **Inspection and acceptance criteria.** Where the buyer raises a concern about the appearance of an insulating glass unit, the seller assesses that unit against BS EN 1279-1. The assessment is made by looking through the unit rather than at reflections from its surface, and nothing is marked on the pane to indicate a discrepancy. The viewer stands at least three metres back, on the inside looking out, as square on to the glass as the situation allows, and spends no more than one minute on each square metre. The lighting must be ordinary diffuse daylight, such as an overcast sky — neither direct sun nor artificial light.

- 13.2 Where a unit reported as faulty is found on assessment to sit within the criteria described in clause 13.1, the seller may charge for the inspection and for any replacement unit supplied. The period within which defects must be reported is set out in clause 6.8.
- 13.3 **Spontaneous breakage.** Thermally toughened glass carries a small and unavoidable risk of breaking without any apparent trigger. Inclusions of nickel sulphide are among the recognised causes, though not the only one, and they cannot be identified while the float glass is being made. Heat soak testing lowers the likelihood of a nickel sulphide failure but cannot remove it. Deciding whether heat soak testing forms part of the specification rests with the specifier. The seller excludes liability for the spontaneous breakage of thermally toughened glass, heat soaked or otherwise, whatever its cause.
- 13.4 **Thermal safety.** Annealed glass, including annealed laminates, can fail under thermal stress where different parts of a pane warm at different rates. The seller recommends that a thermal safety assessment is carried out wherever such glass is used, and it is for the buyer to obtain that assessment for the particular installation. Breakage attributable to thermal stress falls outside the seller's liability.
- 13.5 **Minimum sizes.** Toughened and heat strengthened glass is manufactured to a minimum diagonal measurement of 300 mm. Units below that size cannot be produced.
- 13.6 **Glazing materials and sealants.** Any material or sealant placed in contact with an insulating glass unit must be intended for that purpose and proven compatible with the unit's edge seal. Establishing that compatibility with the supplier of the material or sealant is the buyer's responsibility. Where a unit fails because an incompatible product has reacted with the seal, the seller is not liable for it. Details of the sealant system used in the seller's units are available on request.
- 13.7 **Templates.** Templates are measured and the measurements retained digitally. An order that requires template measuring takes at least five additional working days. Where a template and the written dimensions disagree, clause 6.4 decides which prevails.
- 13.8 **Free issue glass.** Glass supplied by the buyer for processing is accepted on the basis set out in clause 6.5, entirely at the buyer's risk. Should such glass be damaged during processing, or should the finished item not conform, replacement material is provided by the buyer at the buyer's cost.

14. Delivery times, offloading and storage

- 14.1 **Standard delivery times.** Deliveries are made between 07:00 and 17:00, Monday to Friday. Anything falling outside those hours attracts an additional delivery charge. Clause 5.2 continues to apply: delivery dates and times are estimates.
- 14.2 **Offloading goods.** Taking the goods off the delivery vehicle is the buyer's responsibility under clauses 5.5 and 5.6, as is providing suitable means to do so. Mechanical offloading, such as a HIAB, is available only where both parties have agreed it in writing before the order proceeds, and is priced on application.
- 14.3 **Waiting time.** The seller's vehicle will wait at the delivery address for up to 45 minutes. Where offloading has not been completed within that time, waiting time becomes chargeable at the seller's rate current at the date of delivery, which is available on request.

- 14.4 **Storage of goods on site.** Glass delivered to site should be kept somewhere warm and dry and out of direct sunlight. It should be left on its stillage, or stood upright and supported so that it cannot sag, resting on cushioning suitable for glass. Damage arising from storage that does not follow this guidance is not the seller's responsibility.
- 14.5 **Storage of goods at the seller's premises.** Where the buyer asks for completed goods to be held beyond the acknowledged delivery date, the seller may invoice for them as if they had been delivered, and may charge for the storage, as provided in clause 5.3.
- 14.6 **Stillages.** Stillages and similar distribution equipment stay in the seller's ownership under clause 5.8. The buyer should make them available for collection within 10 working days of delivery and tell the seller in writing once they are ready. Equipment still held after that period may be charged for, and anything lost, damaged or not returned is invoiced at the market rate then current.

15. Cancellation, amendments and refunds

- 15.1 **Cancellation.** Cancellation is governed by clause 6.2. Where an order is cancelled, the buyer remains liable for every cost the seller has incurred as a consequence of that order having been placed and acknowledged.
- 15.2 **Order amendments.** Amendments must reach the seller in writing. Materials already bought in for the order, and work already carried out on it, are charged for. An amendment may also move the delivery date, depending on what is being changed and how far the order has progressed through production.
- 15.3 **Refunds.** A refund on an order up to £2,000.00 in value carries an administration charge of £60.00. Where the sum to be refunded is more than £2,000.00, the administration charge is 3% of the amount refunded.

Payment terms

Account customers

Prompt payment is expected from all customers. Payments can be made by BACS, cheque, cash, or by credit and debit card. Please ensure a relevant account number or reference is applied to any payment.

Your credit account may be placed on hold if payment has not been received within 5 working days of the due date. Your account will be subject to a credit limit, and where payment is requested to bring your account within this limit, your account will be placed on hold if payment has not been received.

C.O.D. customers

Where your terms have been agreed as C.O.D., the order will not be delivered or released for collection unless payment is available. Payments can be made by cheque, cash, or by debit or credit card. Cheque funds must be cleared prior to the agreed date of delivery or collection, and for the amount required in full.

All customers

If a cheque should be re-presented or returned by the bank, a £50.00 + VAT charge will be made on each occasion, as per our general conditions of sale. Payments made by cheque are subject to a clearing period of 2 days, as are payments made by card.

For BACS payments, our bank details are shown on your invoice and are available from our accounts team on 01707 251005 or accounts@asu.ltd. Please send a remittance advice once payment has been made. We will never tell you our bank details have changed by email alone — if you receive such a message, please call us before paying.

If you have any queries on your account, please contact our accounts team on 01707 251005 or accounts@asu.ltd.

Contact

Advanced Sealed Units Ltd, Capital Connect, Bay 3, Travellers Lane, Welham Green, Hatfield, AL9 7HF.

Telephone 01707 251005.

Orders sales@asu.ltd · Quotes enquiry@asu.ltd · Accounts accounts@asu.ltd.

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