

**Oakland Glass Limited  
Terms and Conditions**

**1. Definitions**

“The Seller”	means Oakland Glass Limited or any of its subsidiaries from time to time
“The Purchaser”	means the person firm or company to be supplied with the Goods by the Seller
“Goods”	means the goods materials and/or other items supplied pursuant to the Contract and any services provided thereto
“The Contract”	means the contract for sale and purchase of the Goods made between the Seller and the Purchaser to which these conditions apply

**2. Scope**

The Conditions apply to all sales of Goods and Services by the Seller and shall prevail over and apply to the exclusion of any inconsistent terms or conditions contained or referred to in the Purchaser’s order or in correspondence or elsewhere or implied by trade custom practice or course of dealing unless specifically agreed to in writing by the Seller. Purported provisions to the contrary are hereby excluded or extinguished.

**3. Quotations**

A quotation or tender by the Seller does not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to the Seller’s acceptance of the Purchaser’s order

**4. Formation of Contract**

- a) All orders must be placed in writing by the Purchaser to the Seller’s place of business
- b) The Seller reserves the right not to acknowledge the Purchaser’s order unless the Purchaser specifically requests such an acknowledgement. The Seller may at its discretion begin to construct the Purchaser’s order as soon as reasonably practicable after receipt of the same unless the Purchaser states otherwise in the order. The Seller may reject the order within a reasonable amount of time from receipt and will do so in writing to the Purchaser’s place of business.

**5. Prices**

- a) The prices payable for the Goods shall be those charged by the Seller at the time of dispatch. The Seller shall have the right at any time to revise the price to take account of increases in costs including (without limitation) costs of any goods or materials, labour or overheads, carriage, the increase or imposition or any tax duty surcharge or other levy. Unless otherwise stated the price is exclusive of value added tax.
- b) Any special packaging requested by the Purchaser shall be the subject of an additional charge. Unless otherwise agreed all prices quoted do not include delivery and where the Seller agrees to deliver the Goods to an address specified by the Purchaser the Purchaser shall pay all carriage charges incurred by the Seller. The Seller shall be entitled to add to the Contract price, where applicable, a charge for test certificates, packaging, carriage, insurance, costs and other costs associated with the supply of the Goods.

**6. Terms of Payment**

- a) Unless otherwise specified in writing by the Seller payment for the Goods or any instalment thereof or for any services shall be made by the Purchaser net cash by not later than the end of the month following the month in which the Goods are delivered or the Purchaser is notified that the Goods are ready for collection notwithstanding that property in the Goods has not passed to the Purchaser (“the Standard Payment Terms”). The Seller reserves the right to vary the Standard Payment Terms by giving prior notice to the Buyer before the order is accepted. Time for payment shall be of the essence of the Contract.
- b) Unless otherwise agreed by the Seller in writing, payment shall be due and payable in a method determined by the Seller without any deduction or set off.
- c) The Seller shall be entitled to submit its invoice with its delivery advice note or at any time afterwards save that where delivery has been postponed at the request of or by the default of the Purchaser, then the Seller may submit its invoice at any time after the Goods are ready for delivery or would have been ready in the ordinary course, but for the request or default of the Purchaser.
- d) No dispute arising under the Contract or delays beyond the reasonable control of the Seller shall interfere with prompt payment in full by the Purchaser.
- e) In the event of default in payment by the Purchaser, the Seller shall be entitled, without prejudice to any other right or remedy
  - (i) To suspend all further deliveries under this Contract and any other contract or contracts between the Seller and the Purchaser then current without notice; and/or
  - (ii) To claim interest and all legal expenses incurred in the recovery of any unpaid sum in accordance with the Late Payment of Commercial Debts (interest) Act 1998 and/or
  - (iii) To serve notice on the Purchaser requiring immediate payment for all Goods supplied by the Seller under all contracts with the Purchaser whether or not payment is otherwise due or invoiced

**7. Delivery**

- a) Time for delivery is given as accurately as possible but is not guaranteed. The Purchaser shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
- b) If the Purchaser refuses or fails to take delivery of Goods tendered in accordance with the Contract the Seller shall be entitled to immediate payment in full for the Goods so tendered. The Seller shall be entitled to store at risk of the Purchaser any Goods which the Purchaser refuses or of which he fails to take delivery and the Purchaser shall in addition to the price pay all costs of such storage and any additional costs or carriage incurred as a result of such refusal or failure. Refusal by the Purchaser to take delivery will relieve the Seller from the obligation to make further deliveries without prejudice to the Seller’s right to recover damages for such refusal.
- c) If the Goods are collected by the Purchaser or its Agent risk is deemed to pass upon the transfer to the Purchaser’s (or its Agent’s) vehicle or when the Seller notifies the Purchaser that the Goods are available for collection whichever is the earlier
- d) Where the Goods are to be delivered by the Seller’s own transport or by a carrier on behalf of the Seller the risk therein shall pass to the Purchaser upon delivery to the designated point of delivery.

- e) Any offloading, storage, fixing and maintenance of any Oakland Glass Limited products must always be carried out in accordance with good industry practice and GGF recommendations. The Purchaser will indemnify the Seller in this regard.
  - f) Should the Purchaser's own products be handled by the Seller (including employees) then this is done so at the Seller's risk
  - g) All Returnable Packaging (including crates, cases, stillages etc) shall remain at all times the property of the Seller who may recover from the Purchaser either the replacement cost or the cost of recovering the Returnable Packaging should this not be returned after delivery of the Goods has been made.
  - h) Goods may be delivered by instalments in which event the Seller may invoice each instalment separately and the Purchaser shall pay such invoices in accordance with these Conditions. If the Purchaser fails to make any payment in respect of any instalment when it becomes due then, without prejudice to any other rights of the Seller, the Seller may withhold deliveries of further instalments of the Goods. Any failure by the Seller to comply with its obligations in respect of any one or more instalments shall not affect the other instalments under the Contract.
- 8. Title**
- a) Title to Goods or any part thereof shall pass to the Purchaser only when the Purchaser has paid to the Seller all sums due from it to the Seller under this Contract and under all other contracts between the Seller and the Purchaser including any sums due under contracts made after this Contract whether or not the same are immediately payable;
  - b) Until title to the Goods has passed to the Purchaser pursuant to this Condition it shall possess the Goods as a bailee of the Seller on the terms of the Contract.
  - c) Without prejudice to the foregoing sub-Conditions and in the event that the Purchaser shall in the course of its business dispose of the Goods to a customer being a bona fide purchaser without notice of the Seller's rights then the Purchaser shall have a fiduciary duty to the Seller to account to the Seller for proceeds (which shall be kept separate and identifiable from the Purchaser's own monies) but may retain therefrom any excess of such proceeds over the amount outstanding under this or any other contract between them.
  - d) Subject to any agreement in writing by the Seller, the risk in Goods shall pass to the Purchaser at the time at which:-
    - i) The Goods are delivered to the Purchaser's premises for off-loading; or
    - ii) The Purchaser takes delivery of the Goods at the Seller's premises; or
    - iii) The Goods being ready for delivery is postponed at the Purchaser's request whichever shall occur first. All other Goods shall be at the Purchaser's sole risk at all times and the Seller shall not be liable for any loss of or damage sustained by any Goods left with the Seller howsoever caused and whether or not attributable to negligence on the part of the Seller or negligence or wilful default on the part of any servant or agent of the Seller.
- 9. Disclosure of Information**
- a) All technical advice data or information given by the Seller its employees or agents in respect of the Goods and Services is made in good faith on the basis of field experience and is provided for general guidance only. No such information advice or data shall form any part of the Contract
  - b) The Purchaser shall be solely responsible for ensuring that all drawings, information, advice and recommendations given to the Seller either directly by the Purchaser or by the Purchaser's agents, employees, consultants or advisers in accurate, correct and suitable. Examination or consideration by the Seller of such drawings, information, advice or recommendations shall in no way limit the Purchaser's responsibility hereunder unless the Seller specifically agrees in writing to accept responsibility.
  - c) Any material specifications, designs, calculations and any other information or documentation produced by the Seller which are expressed to be given on a confidential basis are returnable on demand, and shall not be disclosed to a third party without the Seller's written consent and, unless otherwise agreed in writing, title to such material specification, designs, calculations and other information or documentation (whether or not it is expressed to be given on a confidential basis) and any copyright or design right therein any rights to apply for registered design in respect thereof and any other intellectual property rights therein shall at all times remain vested in the Seller.
- 10. Liability**
- a) The Seller shall not be liable to the Purchaser for
    - (i) Any discrepancy in quantity delivered unless the Purchaser notifies the Seller of any claim for short delivery within 48 hours of receipt of the Goods
    - (ii) Damage to the Goods or any part thereof in transit by a carrier on behalf of the Seller and the Purchaser notifies the Seller of any such claim within 48 hours of receipt of the Goods (in the case of damage) or within 48 hours of the scheduled date for delivery (in the case of non-delivery);
    - (iii) Defects in the Goods caused by any act negligent or default of the Purchaser or of any third party;
    - (iv) Other defects in the Goods unless notified to the Seller within 48 hours of receipt of the Goods by the Purchaser.
  - b) In the event of any non-delivery and/or damage or defect in respect of which the Seller accepts liability under Condition 10(a) the sole obligation of the Seller shall be at its option to make good any such shortage or non-delivery and/or as appropriate replace or repair any Goods found to be damaged or defective or repay the price of the Goods in respect of which the complaint is made (less such allowances as the Seller may determine in respect of the scrap value of such Goods in the event that the same are retained in the possession of the Purchaser). In no circumstances shall be the Seller's aggregate liability to the Purchaser whether for negligence breach of contract misrepresentation or otherwise exceed the cost of the defective damage or undelivered Goods determined by net price invoiced to the Purchaser in respect of any occurrence or series of occurrences.
  - a) The Seller's liability under this Condition 10 shall be to the exclusion of all other liability to the Purchaser whether contractual tortious or otherwise for defects in the Goods and Services or for any loss or damage to or caused directly or indirectly by the Goods and Services whether or not caused by the negligence of the Seller its employees or agents.
  - b) Without prejudice to the generality of the foregoing the Seller shall have no liability for loss of profits or contracts or other economics, indirect or consequential loss, whether arising from negligence, breach of contract, breach of statutory duty or otherwise however;

- c) The Seller's prices are determined on the basis of the limits of liability set out in the Condition. The Purchaser acknowledges that the limitations are exclusions of liability provided herein are reasonable in all the circumstances of the sale of Goods envisaged hereunder including without limitation the prices charged by the Seller for Goods. The Seller shall not accept a greater liability to the Purchaser above that which is provided herein unless the parties shall otherwise agree in writing and also on condition that the price for Goods shall be increased to take account of the Seller taking out insurance against the additional risks associated with any such greater liability accepted by the Seller.
- d) The Seller's liability shall at all times be limited to the cost of the Goods supplied to the Purchaser
- 11. Warranty**  
Any warranty provided by the Seller in respect of products sold to the Buyer shall not be capable of being transferred to any third party
- 12. Security for Payment**  
If before delivery is effected there arise reasonable grounds for believing that the Customer will not be able to fulfil payment obligations the Company shall have the right to demand security from him. If security acceptable to the Company is not offered within the period specified by the Company (such period not be unreasonable) the Company may terminate the Contract without further liability on its part but the Customer shall be liable to the Company in respect of any losses (including loss of profit) incurred by the Company as a consequence of such termination. Acceptability of security shall be determined in the sole discretion of the Company.
- 13. Cancellation**  
**Cancellation by the Purchaser**  
(a) All cancellations must be in writing and will not be accepted except upon terms which will indemnify the Seller against all loss occasioned directly or indirectly thereby. Goods returned without the Seller's consent in writing will not be accepted for credit and shall remain at the sole risk and the sole liability of the Purchaser. If the Goods have been produced by the Seller before the cancellation notice is received then it will be deemed to be invalid  
**Cancellation by the Seller**  
(b) If any circumstances arise which are beyond the control of the Seller whereby without any fault on its part completion of the delivery is prevented impeded or delayed the Seller shall be absolved from all responsibility and reserves the right at its own option to postpone the delivery by such period beyond the time of delivery stated in the Contract as is appropriate in the circumstances or wholly or partly to cancel the Contract.  
(c) By way of illustration only and not of limitation the following are among the circumstances given rise to the right of the Seller to postpone delivery or wholly or partly to cancel the Contract namely: labour disputes calling up of personnel for military service and any other difficulties in obtaining manpower war blockade political or other civil disturbances any acts decrees direction or prohibits of or by central or local government or their agents such as confiscation or export and import prohibitions as well as refusal of licences fire drought, floods and other natural events power shortages, damage to machinery or other dislocation of manufacture lack of transport or traffic disturbances at railways, ports or other transport agencies delay or vessels or other means of transport rejections during manufacture which could not reasonably have been foreseen non-delivery, faulty or delayed delivery by the Seller's suppliers or from their suppliers of part sub-contracts and semi-manufactured products raw materials, power or other circumstances of whatever kind which are beyond the Company's control which affect its ability to fulfil the Contract.  
(d) The Seller is however liable without unnecessary delay and in any case not later than 30 days after becoming aware of any such occurrence to notify the Purchaser whether or not the Contract remains valid and if so the approximate date on which it is expected that delivery may be effected (if at all) or whether the Contract has been cancelled either wholly or in part and if cancelled in part then the extent to which it has been so cancelled. If the Purchaser reasonably considers that he cannot accept the time of delivery thus stated the Purchaser may immediately cancel the Contract provided that the manufacturer of the goods has not already reached such a stage that the Seller considers that it cannot use the materials for any other order then in hand.
- 14. Force Majeure**  
a) The Seller shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of the Goods and Services by the Seller being prevented hindered delayed or rendered uneconomic by reason of any Force Majeure Circumstances  
b) In this Condition "Force Majeure Circumstances" shall mean any Act of God riot strike lock out trade dispute or labour disturbance accident breakdown of plant or machinery fire flood difficulty or increased expense in obtaining workmen materials or transport or other circumstances whatsoever outside the reasonable control of the Seller affecting the provision of the Goods and Services or of raw materials therefor by the Seller's normal source of supply or of the manufacture of the Goods by the Seller's normal means or the delivery of the Goods by the Seller's normal route or means of delivery.  
c) If due to Force Majeure circumstances the Seller has insufficient stock to meet all its commitments the Seller may apportion available stock between its customers at its sole discretion.
- 15. Default or Insolvency of Customer**  
a) This condition applied if:-  
(i) The Purchaser is in breach of any of its obligations under these Conditions; or  
(ii) The Purchaser has a receiving order in bankruptcy made against him or makes any arrangement with his creditors or, being a company, has a receiver, liquidator, administrator, supervisor or administrative receiver appointed over its property or assets or any part of them or if any order shall be made or any resolution passed for winding up the Purchaser; or  
(iii) The Purchaser ceases, or threatens to cease, to carry on business; or  
(iv) The Seller reasonably considers that any of the events mentioned above will occur;  
b) If this condition applies then the Seller may, without prejudice to its other rights or remedies, demand immediate payment by the Purchaser of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the Seller and the Purchaser without any liability attaching to the Seller in respect of such suspension or cancellation and debit the Customer with any loss sustained thereby.
- 16. Reservations**

- a) The Seller reserves the right to vary deliveries and to make deliveries by instalments as it may deem necessary having regard to availability of supplies and changes in manufacture specification.
- b) Each delivery of goods to the Purchaser shall constitute a separate contract to which these conditions shall be applied.

**17. Infringement of Rights of Third Parties**

If Goods are delivered in accordance with drawings, models or other prototypes or patterns supplied by the Purchaser or in accordance with analysis prescriptions or descriptions given by him, the Purchaser shall indemnify the Seller for any infringement of the rights of a third party, such as patents, patterns or trademarks occasioned thereby.

**18. Waiver**

Failure by either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or thereafter.

**19. Notices**

Notice hereunder shall be in permanent readable form and shall be deemed properly addressed if addressed to the party concerned at its principal place of business or last known address. Any such notice shall be taken to be used by the addressee two working days following the date of despatch of the notice by post or when the notice is sent by hand or given by facsimile or other electronic medium simultaneously with the delivery or transmission.

**20. Severability**

In the event of any provision of these Conditions being or becoming void in whole or in part the other provisions shall remain fully valid and enforceable and void provisions shall where appropriate, be replaced in accordance with meaning and purpose of these Conditions.

**21. Headings**

Headings in these Conditions are inserted for convenience only and shall not affect their construction

**22. Legal**

- a) The Customer agrees that no oral representations have induced him to enter into the Contract or form any part thereof. Furthermore, the conditions of the Customer's purchase order shall not form part of the Contract unless expressly agreed by the Seller in writing
- b) This Contract shall be governed by the Law of England
- c) The Seller shall not be in breach of contract if the performance of the contract is delayed or otherwise affected by circumstances beyond the reasonable control of the Seller. In particular, no liability shall rest with the Seller in respect of any late deliveries or failure to deliver arising from shortage of supplies or transportation delays beyond its control