

## **Overview**

This website **www.Shop.GPYoung.com** is operated by **G.P. Young Ltd.** This offer made by **G.P. Young Ltd.**, as the seller, is made subject to and conditional upon the terms and conditions expressed hereunder.

The contract between the seller and the buyer shall be on these terms and conditions. The acceptance by the seller of any order from the buyer shall be deemed to incorporate all these terms and conditions. No terms contained in any order or other document of the buyer and no variation or departure from these terms and conditions shall have any force or effect except insofar as the seller has expressly agreed there to in writing. The contract under these terms and conditions between the seller and the buyer shall come into effect at the point of acceptance by the buyer of the seller's quotation.

## **Payment**

We take payment in one stage. Full payment is only taken once all on-site surveying is complete and the area is professionally measured for the glass to be manufactured. The glass will not be ordered or manufactured until full payment is received.

Invoices can be paid by bank transfer only.

The prices quoted are exclusive of value added tax. This will be added to the invoice at the rate ruling at the tax point. Payment shall be made by the buyer without deferment on account of disputes or cross claims or retention of any sort.

## **Survey**

We will be measuring to manufacture the glass; therefore, openings should be to their final and finished dimensions. For a survey to take place the area must be clear of obstructions, either on the floor, walls, or ceilings. This includes, but is not exclusive to, electrical sockets, lights, air conditioning, radiators, heaters, data sockets, furniture, intruder alarms, smoke detection, fire alarm sounders, ventilation grilles, ductwork, floor boxes, thermostats, wall mounted control units and other such items which prevent a clean wall, floor, or ceiling fix.

## **Design and Site Location**

The maximum width of a glazed panel is 1200mm. Larger glazed runs are constructed using multiple panels. Tracks will be installed straight, using packers where necessary. Any gaps behind track to be infilled by others or can be costed by us separately. Glass sizes will be determined by us during the site survey, if you have special requirements this information must be supplied prior to the site survey.

Design responsibility: Unless expressly stated otherwise in the seller's offer, the responsibility for the design and sufficiency of the work rests with the buyer. The buyer shall indemnify the seller against any extra costs incurred by the seller because of a design fault. The client must make us aware of any specific performance criteria, such as fire rating, acoustic or structural capabilities. We submit our quotation and accept any order for a subsequent installation on the assumption that you have applied for and received Local Building Regulation approval.

It is the buyer's responsibility to establish the load bearing capacity of any floors or overhead structures onto which this equipment is to be installed, i.e., we do not include for any investigation, design or installation. Any necessary above ceiling works to be designed and carried out by others.

To fix the perimeter trackwork and door pivots we need to mechanically drill and fix into your floor, as well as ceiling and walls. We will take the greatest of care but cannot be held responsible for damage to hidden pipework and cables, and therefore any resulting damage to the building, decoration, equipment or furniture e.g., water leak damage etc. We take no responsibility for any damage to ceramic tiled wall or floor surfaces.

The glass installation cannot take place until the site is free of all wet/dusty trades and adjacent works completed. Installation of head, base, abutments and door frames to be level and plumb, to facilitate both

measure and installation of the glazing and door sets. Failure to ensure this will delay the installation and cannot be deemed to be the responsibility of Work Junction Ltd. and additional charges will be issued. The site must be equally as clean and dust free prior to the application of any manifestation.

All material has been quoted based on drawings and/or information supplied by you, therefore the actual glass quantity required may vary from the quote. Any variation will be supplied on a pro-rata basis.

We reserve the right to change perimeter track size and ironmongery manufacturer in the event of component unavailability.

From the Glass and Glazing Federation quality guidelines we make you aware of the following industry standard visual quality criteria that we and our manufacturers adhere to: "Toughened safety glass shall be deemed acceptable if the following phenomena are neither obtrusive nor bunched: hairlines or blobs; fine scratches not more than 25mm long; minute imbedded particles. Obtrusiveness of blemishes shall be judged by looking through the glass, not at it, when standing at right angles to it on the room side at not less than 3 metres in natural daylight and not in direct sunlight. The area to be viewed is the normal vision area except for a 50mm wide band around the perimeter of the glass. Pattern ghosting can occur on glasses with a textured finish."

### **Pricing**

This estimate will not be deemed as forming any part of unconditional acceptance of any order that may result from this estimate. The true cost will not be known until the survey has taken place. Any variations against the quotation will be notified to you. Should the variations or site limitations negate your requirement we will make a charge of £99 (Excluding VAT) for the survey time and travel expended. This figure is normally covered by the non-refundable deposit.

Uplifting glass may carry an extra over cost based on the carry-in distance, access to the building, and floor level e.g. a spiral staircase or narrow walkway etc. This can't be determined until our site survey. Any additional carrying costs would be advised prior to manufacturer.

All works to be carried out during normal working hours (8am-5pm Monday to Friday). Out of hours charges will apply outside these times.

All variations to an order or alterations after our site survey are subject to a separate quotation and will require an official instruction.

A surcharge may be applied on small orders to cover additional travelling and accommodation expenses to outlying areas.

Unless otherwise stated, we assume glass will be cut straight and square. There may be an extra cost for any raked, notched or shaped glass determined during the site survey. In such circumstances, this will require your approval before further commencement of the project.

Variation of price: Unless expressly stated otherwise in the seller's offer, the basis of the prices contained in the offer are the cost to the seller of labour, materials and plant and transport current at the date of the seller's offer and in the event of an increase in any such cost caused by any reason the seller shall be entitled to vary his prices accordingly whether or not such increase was foreseeable by the seller at the date of his offer. The increases in any such cost shall be notified to the buyer by the seller.

### **Online Order**

An online order / quote is not confirmed until approved by our estimating department as prices can vary depending on third party supplier costs outside of our control.

### **Safety**

Site specific Method Statements and Risk Assessments are available on request. These will be prepared once a site survey is undertaken.

In making our proposal to you for this work we have assumed that at the enquiry stage you will have informed us of the presence of any Asbestos in any part of your premises and that you will have provided us with sight of any Asbestos register so that we can assess for risk before we commence any work in your building.

### **Warranty**

We offer a 12 Month Warranty on Parts & Labour when operated in normal office/domestic conditions. Any snagging required will commence on receipt of written notification and emailed photographs.

As is common throughout the Toughened Glazing industry, we strongly recommend the use of Heat-Soaking when using Toughened Glass Products due to the possibility of Nickel Sulphide Inclusion (NSI), please contact our technical team for any questions regarding this clause. Our standard warranty excludes issues arising from NSI in "Non-Heat-Soaked" glazing.

### **Retention of title:**

- a) The ownership of the materials to be delivered by the seller shall remain with the seller and will only be transferred to the buyer when the buyer has paid all sums owed to the seller. Until the moment of full payment the buyer shall keep the materials in question in trust for the seller and shall store the materials in such a way that they always remain identifiable as the property of the seller.
- b) The seller reserves the right to dispose of the materials until full payment has been made by the buyer. If such payment is overdue in whole or in part the seller may recover or re-sell the materials and may enter the buyer's premises for that purpose.
- c) Payment shall become due immediately upon the commencement of any act or proceedings in which the buyer's solvency is involved.
- d) In the event of the materials being sold by the buyer to a third party, the buyer shall hold the proceeds of such sale in trust for the seller until such time as payment in full has been made to the seller.
- e) If any of the material is incorporated in or used as materials for other goods before such payment, the property in the whole of such goods shall be and remain with the seller until such payment has been made and all the seller's rights hereunder shall extend to those other goods.

### **Site access and working conditions**

- a) The seller's offer to provide the necessary labour and plant to fix and erect the materials he is supplying is based upon the provision by the buyer of uninterrupted and unimpeded access to a fully prepared and level work site during normal working hours sufficient to allow continuity of working by the seller's workforce, the provision by the buyer without charge to the seller of adequate electrical power and water for the works and adequate lighting, heating and de-humidification measures to ensure suitable ambient atmospheric conditions are provided and maintained throughout the whole period of execution of the seller's work.
- b) The seller reserves the right to charge the buyer for any non-productive labour or any other extra costs incurred by the seller and due to the buyer's failure to comply with this condition.. Unless specifically stated, the seller does not include for covering up or protecting his fixed and unfixed materials on site.

Site facilities: The buyer shall provide free of charge to the seller all statutory requirements relating to welfare, health and safety of the seller's workforce on site.

Notice to commence: The buyer will give the seller a written notice of the date upon which the seller's work is to commence on site. This written notice shall be given in sufficient time to enable the seller to obtain the

necessary materials and labour to enable a start to be made upon the required date. The notice to commence shall be taken as a warranty by the buyer that the working areas will be in accordance with condition 4 above.

**Liability**

- a) The seller's offer is subject to the necessary labour and materials being available when required. The seller shall not be liable for any loss or damage whatsoever arising from this cause.
- b) The seller shall be indemnified by the buyer in respect of all claims arising out of this contract by reason of any act, default or negligence by the buyer, or his servants or agents.
- c) The buyer warrants that he has obtained all necessary licences, permissions, approvals, etc., required by statute or otherwise regarding the work.
- d) Any times stated or agreed by the seller for commencement or completion of the work are not of the essence of this contract and the seller shall not be liable for any loss or damage howsoever sustained by the buyer.
- e) If the seller is prevented, hindered or delayed from carrying out the work by reason of act of god, war, hostilities, civil disturbance, government restrictions or regulation of any kind, strikes or industrial disputes, force majeure or any other cause of whatsoever nature beyond the seller's control the seller shall be under no liability whatsoever to the buyer and shall be entitled to cancel the contract or to extend the time for the carrying out of the work.
- f) Overriding all other conditions of this contract the liability of the seller is limited to claims arising from injury to persons and damage to property caused by the negligence of the seller.

Insolvency: If the buyer becomes insolvent or (being a company) arranges with its creditors or has a receiver appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) the seller may without prejudice to any of his rights terminate the contract forthwith by notice in writing to the buyer or any person in whom the contract may have become vested.

Disputes: Any dispute arising out of this contract shall be referred to a single arbitrator to be appointed by agreement between the parties or failing such agreement by the president for the time being of the chartered institute of arbitrators upon the application of either party. The contract shall be governed by and construed in accordance with english law.

Insurance: It is the buyer's responsibility to insure the value of fixed and unfixed materials supplied by the seller and lying on site, together with the value of any labour expended by the seller on the site up to and including the date of any loss.