

To be read and retained by the customer.

GETTY GLASS LIMITED GENERAL CONDITIONS OF SALE

In these General Conditions of Sale, Getty Glass Limited is referred to as “the company” and any person or persons, company, firm, partnership or other trading entity who shall submit an order to the company is referred to as “the customer”.

Orders are only accepted on the basis that these General Conditions of Sale will apply with the exclusion of any other conditions written or oral. The entire terms and conditions of sale are contained in this document and no oral or written representations shall bind the company unless confirmed in writing by a Director of the company.

It is the responsibility of the customer to ensure they understand the content of the order as the company accepts no responsibility for errors in interpretation.

NOTICE OF YOUR RIGHT TO CANCEL

You have the right to cancel your order contract. If you wish to cancel your order contract you **MUST DO SO IN WRITING**.

This right can be exercised by posting by recorded mail or electronic mail a written cancellation notice at any time **within the period of 7 days for orders including specific purpose manufactured products or 14 days for any service-only orders.**

Notice of cancellation is deemed to be served as soon as it is posted or sent. (46a The Brae, Ballygowan. BT23 5TJ - email: sales@gettyglass.com)

SHOULD YOU AUTHORISE THE IMMEDIATE PERFORMANCE OF THE ORDER CONTRACT TO BEGIN BEFORE THE END OF THE NORMAL CANCELLATION PERIOD YOU WILL BE RESPONSIBLE FOR THE PAYMENT OF THE GOODS AS THEY ARE TO BE IMMEDIATELY PURPOSE MANUFACTURED FOR YOUR PARTICULAR REQUIREMENTS. PAYMENT WILL BECOME DUE IMMEDIATELY UPON CANCELLATION.

Without prejudice to any other rights in respect of any purported cancellation, the company shall be entitled to receive by way of deduction from deposit or otherwise its losses and expenses. On-trade order contracts are not subject to statutory cancellation rights and cannot be cancelled at any stage.

No order from the customer shall be binding on the company until such time as the company has accepted the order. Orders intended for installation are accepted by the company subject to a final survey by the company's technical surveyor, which must be accommodated by the customer in daylight, during normal working hours. Any variation from the content of the original order must be confirmed in writing by the company and any such variations or alterations may result in extra charges being made by the company.

Sample or demonstration products are used to demonstrate the working of a typical product and its composition. The products detailed on the order will be measured and manufactured by the company using such methods and materials considered suitable and pursuant to the company's policy of continuous improvement to its products, it reserves the right to make any necessary modifications in design, specification or composition. Product manufacture will be in accordance to standard default dimensional specifications. It is the customer's responsibility to confirm exact dimensions should alternatives be required.

The company will advise of a planned date for delivery and/or installation. If after 14 days of such advice, a delivery and/or installation date has not been accommodated or is postponed by the customer, the balance of the products purchase price will become due and payable immediately. The products will be stored by the company for a further 12 weeks and the company shall be at liberty to charge the customer for storage during this period. At the expiration of the 12 week period the company may dispose of the products. All products shall remain the property of the company until paid for in full.

Delivery and/or installation dates are planned and orders accepted in good faith based on materials and labour being normally available. In the event of adverse weather conditions or supplies being affected by events outside our control, the company shall not be liable for any delay in the supply of products. No guarantee can be given in respect of the duration for the supply of products and the company shall not be held responsible for delays, breaches of contracts or for any inconvenience, consequential loss or liability incurred by the customer through delay or non-delivery.

Full settlement of the products purchase price is due immediately upon delivery of the products, prior to installation. It is the responsibility of the customer to ensure that the products delivered by the company are the ones ordered and this should be checked and confirmed by the customer before any installation of the products commence. In addition the products should be checked for any apparent faults. Industry standards apply regarding product manufacturing tolerances. Minor blemishes or imperfections are not considered as defects. In the case of minor defects or omissions the customer may be entitled to withhold payment proportional to the specific product or component of a product under contention but shall not be permitted to withhold a sum greater than the value of such product or component. The company does not accept any retention of payment with regard to possible latent defects.

The customer will provide reasonable access to enable delivery and/or installation during normal working hours, including a supply of electrical power and a supply of water free of charge. Obstruction causing delay to the installation process will incur additional charges. The customer is responsible for ensuring that any product installed to their property complies with every applicable statute, planning permission, building regulation or direction of government, local or other authority. In particular that they have obtained every necessary consent for an installation to take place.

The company accepts no liability for any structural defect in the property discovered before or during installation. The company cannot ensure that the installation of the products supplied will not affect existing cables or electrical wiring (eg. telephone, doorbell, aerial, alarm system), or that existing tiles, paving, flooring, skirting boards or indeed any internal or external décor may remain unaffected and therefore accepts no liability in this regard. Existing window blinds may not fit without alteration. No liability will be accepted for any surface mark to a product, unless reported prior to leaving the site.

Full settlement of installation charges are due immediately upon completion of an installation. Installation of the products may be carried out by independent self-employed installation contractors appointed by the company. In this case installation charges are payable directly to the installation contractor on completion of the installation work.

Where we have received payment in full due under this contract, the company will honour the guarantees as illustrated in the Getty Glass Limited Guarantee document. *Details available upon request.* In the event of a defect arising, which may be covered by the guarantee, the customer should without delay contact the company to obtain a Guarantee Claim Form. Only when this Form is completed and returned shall an inspection or service call be scheduled. The company does not provide a 24hr emergency service for guarantee work. Inspections and service calls will be undertaken during normal hours subject to availability. Failure to notify a claim within 30 days of a defect becoming apparent will jeopardize your right to claim. The company reserves the right to make a charge for any inspection or service call, invalid, frivolous or vexatious guarantee claim or for any repair or replacement necessitated as a result of negligence, misuse or failure to regularly maintain products. The total liability of the company in respect of all claims under the guarantee shall not exceed the total value of the order.

The customer shall be responsible for payment of any expenses incurred by the company in the pursuit of obtaining full payment as cleared funds. This includes charges incurred by banks, collection agents, solicitors, counsel, courts and court enforcement agencies. Outstanding balances will be subject to interest being charged at 2% per month.

Complaints – Any complaints should be submitted in writing to Getty Glass Limited, 46a The Brae Ballygowan BT23 5TJ. Details of our Complaints Policy is published online at www.gettyglass.com