

Toughened Glass Systems

1. Introduction

- 1.1 We are Bhuuva Enterprises Limited trading as Toughened Glass Systems a company registered in England and Wales. Our company registration number is 09538740 and our registered office is at Ferrari House Lotuswise Suite, 258 Field End Road, Eastcote, Middlesex, England, HA4 9UU.
- 1.2 These are the terms and conditions on which we supply products to you, whether these are goods or services.
- 1.3 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.4 By placing an order you confirm that you are at least 18 years of age.
- 1.5 In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
 - 1.5.1 You are an individual; and
 - 1.5.2 You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.6 If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 1.7 Provisions specific to consumers or businesses are identified below.

2. Contact

- 2.1 You can contact us by completing our online contact form, emailing info@toughenedglasssystems.co.uk, telephoning 0203 633 3224 or by writing to us at 40 Newton Close, London, HA2 9RS UK.
- 2.2 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.3 When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 Our acceptance of your order will take place when full payment or deposit is made, at which point a contract will come into existence between you and us. Please check your

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pro forma invoice and ensure that all the details are correct before making payment. If you are in any doubt please contact us immediately.

- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, machine failure, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK. We are able to deliver to most of mainland UK excluding but we will advise if we are unable to deliver to you when you place an order. If we subsequently discover that we are unable to deliver to you, you will receive a full refund.

4. Our products

- 4.1 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.2 We will provide technical specification details of the product we supply. Images, descriptions and specifications are provided for your information only. We have made every effort to be as accurate as possible however all sizes, dimensions and measurements indicated have a +/-4mm manufacturing tolerance.
- 4.3 We will endeavour to assist you regarding suitable products if required but you are responsible for ensuring the specification meets your needs and you should employ a qualified professional (such as a builder, architect or building officer) where required to confirm this. All projects are different so we are unable to confirm whether a product will meet building regulations or other standards or regulatory requirements when used in your project. If in doubt you should obtain building officer approval using our specification before placing an order to ensure compliance on your project. Bespoke items cannot be changed once manufacturing has commenced.
- 4.4 If you require any further information such as test evidence or calculations these must be requested prior to placing the order. Such information is provided by the manufacturer or our supplier and we cannot guarantee it will be available for every product to a level of detail you may require.
- 4.5 If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.
- 4.6 Fixings and building material need to be purchased separately unless specified clearly in our offering. It is your responsibility to ensure the fixings or building material purchased are compatible with and suitable for your purpose and product. We recommend that for certain products especially larger, heavier items that you seek professional advice from a qualified source prior to ordering to ensure that the items are fit for purpose. We will provide technical specification details for the product we supply.

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- 4.7 It is your responsibility to ensure access; sizes, weight, fittings and any other product application requirements are suitable. We strongly advise that you do not firmly schedule any installation work until receipt of the goods. We will not be held responsible for labour or machinery cost as a result of a delayed delivery.
- 4.8 Our Suppliers and manufacturers are constantly striving to improve the product offering and reserve the right to alter specifications at any time without notice prior to order acceptance. Use of materials and product specification is subject to amendment at any time. On occasions we may be unable to obtain special materials and will in such cases either substitute components of at least equivalent value, functionality and appearance or, failing this, contact you to discuss how we should proceed.

5. Warranty

- 5.1 Goods may be covered by warranties given to us by the manufacturer or our supplier and can be found in the schedule to these terms and conditions. Warranties are specific to each of the individual goods and no complete system warranties are provided.
- 5.2 We do not manufacture any products and therefore do not provide any warranties ourselves however if you inform us immediately if you believe a product is defective within the warranty period, have not breached any requirements of the warranty and we agree the product is likely to be defective we will try to make a claim under the warranty.
- 5.3 All claims made under a warranty must be made directly to us by providing the delivery note, estimate number/Vat invoice number and details of the fault. Please note we can not process a warranty claim if this information is not supplied as all warranties are logged by our suppliers or manufacturers with the delivery note reference/order number. A copy of the delivery note is provided upon delivery with the product or when a product is collected. We will use reasonable endeavours to have your claim accepted by the manufacturer or supplier but can accept no liability in the event that you are unable to make a claim or if your claim is unsuccessful. We can not accept any liability ourselves under the warranties.
- 5.4 Please note that if goods are not used in an appropriate manner, if they are improperly stored, installed, handled or are modified it is unlikely that the warranty will be valid. This warranty does not cover fair wear and tear, neglect, abuse or misuse of the products, loss or damage due to fire, smoke, lightning, sunlight, weather, rusting, corrosion, theft, or explosion, accidental damage and consequential loss. Any form of finishing/paintwork is not guaranteed.
- 5.5 Any defective goods should be returned to the address provided by the Seller at the Buyer's expense. In the event the manufacturer/supplier upholds the warranty claim and reimburses the cost of returning the goods the Seller shall ensure this cost is reimbursed to the Buyer.
- 5.6 The Buyer shall pay to the Seller the cost (as certified by the Seller) of any examination of such goods as a result of which our supplier or manufacturer denies liability.
- 5.7 If any product is found to be defective under the warranty we will endeavour to arrange through our suppliers or manufacturers the repair or replacement of the defective

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goods. Such repair or replacement is at our supplier's or manufacturer's discretion and we cannot accept liability in the event that a warranty claim is not upheld or a repair or replacement is not made.

5.8 We will not accept any liability for supplementary works agreed independently between you and any third party, including our installers. Supplementary works carried out on our products prior to our written consent invalidates the guarantee.

5.9 Spontaneous breakage – There is a small risk that thermally toughened glass can break for no apparent reason. Nickel sulphide inclusions (NiS) are one of many known, but not exclusive causes of 'spontaneous' failure. Nondetectable in float glass manufacture, the risk of NiS induced failure can be reduced by heat soak testing of thermally toughened glass, however it can never be eradicated. It is the responsibility of the specifier to determine whether heat soak testing of thermally toughened glass is required. Toughened Glass Systems do not accept any liability for 'spontaneous' breakage of thermally toughened glass or heat soaked thermally toughened glass due to NiS or any other cause.

6. Your rights to make changes

6.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible and whether additional cost would apply. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7. Our rights to make changes

7.1 We may change the product:

7.1.1 to reflect changes in relevant laws and regulatory requirements; and

7.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

7.2 In addition, we may make more substantial changes to the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

8. Providing the goods

8.1 The costs of delivery will be as provided when you request a quote. When placing your order please ensure that you have included the full delivery address including an accurate postcode, a daytime telephone number and email address.

8.2 You will be notified of the expected delivery date a few working days after the order has been processed. Deliveries will be made Monday to Saturday between 07:00 and 18:00. We aim to deliver the goods between 3 and 20 working days after the day on which we accept your order although bespoke products may take longer. If a delivery would normally fall due over the Christmas shut down period the delivery may be delayed and you will be informed of this.

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- 8.3 If you have any special requirements or believe access to your address may be difficult for a delivery then please contact us.
- 8.4 Any time or date for delivery is an estimate only. We cannot accept liability for any delays in delivery outside of our control. In the event of a substantial delay we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.
- 8.5 If you would like to rearrange the delivery date please let us know at least 72 hours in advance of the estimated delivery date provided by us. If you provide us with less than 72 hours' notice we will do our best to rearrange delivery but a re-delivery charge may be incurred.
- 8.6 If you have asked to collect the products from our premises we will provide the location of the goods and the opening times within which you will be able to collect the goods.
- 8.7 Delivery will be complete once the delivery vehicle has arrived at the kerbside. You will be responsible for unloading the goods from the delivery transport and you will need to ensure sufficient personnel are available to do so. Our drivers are not permitted to assist with unloading. If you are unsure of the expected weight of the goods to enable you to arrange assistance please contact us. You should check the goods on the transport and you will be liable for any damage to the goods once unloading has commenced. The Seller will not be responsible for any damage or glass breakages after acceptance of delivery.
- 8.8 If HIAB kerbside pallet delivery has been provided stillages must be made available for collection within 2 weeks of the delivery date. If stillages are not made available within this time frame a charge of £1,000 + VAT will be made to cover the cost of the stillages. We will not be liable to collect stillages if they are not made available for collection within 2 weeks of delivery.
- 8.9 If no one is available at your address to take delivery and the products cannot be posted through your letterbox we will contact you to rearrange delivery or to arrange for you to collect the goods. If delivery is rearranged a re-delivery charge will be incurred.
- 8.10 If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or to collect them from us we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 12 will apply.
- 8.11 Goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 8.12 You will own the goods once we have received payment in full.

9. Carrying out the services

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9.1 If you have requested services from us in addition to the provision of the goods we will begin the services on the date agreed with you during the order process. The estimated completion date for the services will be provided to you during the order process.

9.2 If we are unable to perform all or part of the services due to:

9.2.1 incorrect measurements provided by you;

9.2.2 inadequate power or lighting;

9.2.3 a health and safety risk that cannot be resolved immediately;

9.2.4 walls, floors or other areas not in a suitable condition to commence the services;

9.2.5 lack of safe access or safe parking / loading conditions; or

9.2.6 because you do not allow us access to the site

we shall leave the goods on site and retain 50% of the fees attributable to that day's services to cover our time and travel costs and charge you in full for the additional days required to complete the services as a result. If it is not possible, in our opinion, to leave the goods on site we will charge you storage costs for the goods. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 12.3 will apply.

9.3 We may take pictures when carrying out, or on completion of, the services. If you would prefer that we did not do this please let us know.

10. Your rights to end the contract

10.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with the product, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

10.1.1 If what you have bought is faulty you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 14 if you are a consumer and clause 15 if you are a business;

10.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2;

10.1.3 If you are a consumer and have just changed your mind about the product, see clause 10.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

10.1.4 In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 10.6.

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10.2 If you are ending a contract for a reason set out in this clause 10.2 the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

10.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 7.2);

10.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed; or

10.2.3 you have a legal right to end the contract because of something we have done wrong.

10.3 If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

10.4 Your right as a consumer to change your mind does not apply in respect of:

10.4.1 services, once these have been completed, even if the cancellation period is still running;

10.4.2 any products which become mixed inseparably with other items or items that have been altered after their delivery; and

10.4.3 any bespoke order made to your specifications. Please note the majority of our orders are bespoke made to order with the exception of metalwork and glass fittings e.g. base channels, glass hinges, glass clamps, etc. Once glass is cut to size and toughened it cannot be altered.

10.5 If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

10.5.1 If you've bought services you have 14 days after the day, we've accepted your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

10.5.2 If you've bought goods you have 14 days after the day you (or someone you nominate) receives the goods, unless your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

10.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 10.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we

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will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

11. How to end the contract with us

11.1 To end the contract with us, please let us know by contacting us using the contact details in the contact section above.

11.2 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person, post them back to the address we provide within United Kingdom or (if they are not suitable for posting) arrange for a courier to send them to us. Please call or email us for a return label. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

11.3 We will pay the costs of return:

11.3.1 if the products are faulty or misdescribed; or

11.3.2 if you are ending the contract because you have a legal right to do so as a result of something we have done wrong.

11.4 In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

11.5 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the rate charged by a specialist third party glass courier.

11.6 If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

11.7 If you are exercising your right to change your mind:

11.7.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a workshop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

11.7.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

11.7.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in

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proportion to what has been supplied, in comparison with the full coverage of the contract.

11.8 We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

11.8.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or. For information about how to return a product to us, see clause 11.2.

11.8.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

12. Our rights to end the contract

12.1 We may end the contract for a product at any time by writing to you if:

12.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

12.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example; delivery information, contact number or clarification on the required specification;

12.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

12.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services.

12.2 We may end the contract for a product at any time by writing to you if we are unable to provide the goods or services.

12.3 If we end the contract in the situations set out in clause 12.1 and 11.2 we will refund any money you have paid in advance for products we have not provided but if we end the contract in a situation set out in clause 11.2 we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

13. If there is a problem with the product

13.1 If you have any questions or complaints about the product, please contact us using the details set out in the contact section above.

14. Your rights in respect of defective products if you are a consumer

14.1 If you wish to exercise your legal rights to reject defective products you must either return them in person, post them back to us or (if they are not suitable for posting)

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allow us to collect them from you. We will pay the costs of postage or collection. Please contact us for a return label or to arrange collection.

15. Your rights in respect of defective products if you are a business

- 15.1 If you are a business customer we warrant that on delivery any products which are goods shall:
- 15.1.1 conform in all material respects with their description; and
 - 15.1.2 be free from material defects in design, material and workmanship;
- 15.2 Subject to clause 15.4, if:
- 15.2.1 you reject the products or clearly mark the delivery note with the defects and give us notice in writing within 24 hours of delivery that a product does not comply with clause 15.1;
 - 15.2.2 we are given a reasonable opportunity of examining such product; and
 - 15.2.3 you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.
- 15.3 You should only reject the full delivery if none of the products comply with clause 15.1. If you refuse a delivery with any undamaged items on it you will be charged for the return and the redelivery of those items.
- 15.4 We will not be liable for a product's failure to comply with clause 15.1 if:
- 15.4.1 you make any further use of such product after giving a notice in accordance with clause 15.2.1;
 - 15.4.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
 - 15.4.3 the defect arises as a result of us following any drawing, design or specification supplied by you;
 - 15.4.4 you alter or repair the product without our written consent; or
 - 15.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 15.5 Except as provided in this clause 15, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 15.1.
- 15.6 These terms shall apply to any repaired or replacement products supplied by us under clause 15.2.

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16. Price and payment

- 16.1 The price of the product (which excludes VAT unless otherwise stated) will be the price provided in the quotation. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 16.3 for what happens if we discover an error in the price of the product you order.
- 16.2 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 16.3 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 16.4 We accept payment by WorldPay, PayPal, bank transfer, cheque and cash. When you must pay depends on what product you are buying:
- 16.4.1 For goods, you must pay for the products before we dispatch them.
- 16.4.2 For services, you must make an advance payment as set out on your order confirmation before we start providing them. We will invoice you for the balance of the price of the services when we have completed them. You must pay each invoice within two working days after the date of the invoice.
- 16.5 If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 16.6 If you do not pay us for the products by the due date for payment (see clause 16.4) we will contact you to tell you we are suspending supply. We will not suspend the products where you dispute the unpaid invoice (see clause 16.7). We may also charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 16.7 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

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17. Our responsibility for loss or damage suffered by you if you are a consumer

- 17.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 17.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.
- 17.3 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 17.4 If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 18.

18. Our responsibility for loss or damage suffered by you if you are a business

- 18.1 Nothing in these terms shall limit or exclude our liability for:
- 18.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 18.1.2 fraud or fraudulent misrepresentation;
- 18.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- 18.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 18.2 Except to the extent expressly stated in clause 15.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 18.3 Subject to clause 18.1:
- 18.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- 18.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

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19. How we may use your personal information

19.1 We will only use your personal information as set out in our privacy policy which can be found near the footer of our website - <https://www.toughenedglasssystems.co.uk/>.

20. Other important terms

20.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

20.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a consumer you may transfer the right to request a claim is made under the warranty to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

20.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 20.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

20.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

20.6 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 30 days the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

20.7 The copyright in all material and images on our website belongs to us and you must not use these without our permission. You own the copyright in any pictures you send to us of the goods (for example pictures of the completed project) but you agree to grant us a non-exclusive, irrevocable, royalty free, worldwide licence to use those pictures in our promotional materials and on our website. We own the copyright in any pictures we take during or on completion of the provision of the services.

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21. Governing law and jurisdiction

- 21.1 Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 21.2 If you are a consumer you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts.
- 21.3 If you are a business the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

22. Force majeure

- 22.1 Toughened Glass Systems reserves the right to defer the date of delivery or to cancel the contract or reduce the volume of the goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable material.

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Schedule

TOUGHENED GLASS SYSTEMS WARRANTY GUIDELINES

These warranty guidelines are provided by Bhuuva Enterprises Limited trading as Toughened Glass Systems (“Toughened Glass Systems”) for your information only. The warranties described are provided by our third party manufacturers and suppliers (“Third Party Suppliers”) and as such we cannot accept any liability under these warranties.

The warranties do not form part of the contract between Toughened Glass Systems and the purchaser of the goods (“the Buyer”) and do not affect your statutory rights.

All warranty claims must be made in writing to Toughened Glass Systems in accordance with our Terms and Conditions at least two weeks prior to the expiry of the warranty period stated below. This is to enable Toughened Glass Systems to contact the Third Party Supplier within the required timeframe. Toughened Glass Systems will use its reasonable endeavours to make a claim against the Third Party Supplier however the decision is solely at the discretion of the Third Party Supplier.

INSULATING GLASS UNIT (IGU)/STEPPED UNIT FLAT ROOFLIGHT IGU – 1 YEAR WARRANTY

The product may be referred to as: stepped Insulated Glass Units (IGU’s), TGS Flat rooflight, TGS skylights, flat roof light and Stepped IGU or sealed unit on our marketing material.

- 1) If an unbroken Insulating Glass Unit, through faulty manufacture, is affected by material visual obscuration due to condensation or, in the case of coated glass, deterioration of the coating. The Third Party Supplier will, at its option and in the event of a successful warranty claim only, either supply a replacement for the Insulating Glass Unit or pay the reasonable cost of a replacement for the Insulating Glass Unit. The Third Party Supplier shall not be responsible to meet any costs of installation or any glazing in respect of any replacement for an Insulating Glass Unit or any decoration, all of which costs shall be the responsibility of the Buyer.
- 2) The Third Party Supplier shall have no liability in respect of any claim under this warranty unless:
 - a) the Insulating Glass Units in respect of which the claim is being made have been handled, stored, installed and maintained in accordance with current best practice as defined in British Standard 8000 part 7 1990 (or such other subsequent or amended standard applicable), the current issue of the Glass and Glazing Federation Data Sheet 4:2 (System Design and Glazing Considerations for Insulating Glass Units), appropriate Glazing Compound Manufacturers technical specifications, and any subsequent recommendations of the Third Party Supplier;
 - b) full details of the claim have been received in writing by the Third Party Supplier one week prior to the first (1st) anniversary of the date of dispatch of the Insulating Glass Units. In order to process the claim, the Buyer must provide the delivery note, estimate number/Vat invoice number and details of the fault.

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Please note a warranty claim cannot be processed if this information is not supplied and

- c) A representative of the Third Party Supplier is afforded a reasonable opportunity to inspect the Insulating Glass Unit(s) concerned prior to deglazing, except where deglazing shall be necessary to prevent the risk of personal injury or damage to property. Alternatively, detailed pictures may be requested by the Third Party Supplier.
- 3) This warranty does not apply to:
- a) Insulating Glass Units which have been exposed to abnormal conditions in service or, been used or transported at altitudes over 800 metres, unless the warranty has been specifically extended in writing to cover that use or transportation;
 - b) Insulating Glass Units intended for structural glazing systems requiring specific ultra violet tolerance factors, unless a design variation incorporating ultra violet resisting seals has been stated in the original specification by the Buyer, and confirmed in writing by the Third Party Supplier;
 - c) Insulating Glass Units to which any surface coating or film, other than one approved previously in writing by the Third Party Supplier, have been applied after leaving the manufacturing site;
 - d) Insulating Glass Units affected by influences beyond the control of the Third Party Supplier e.g. incorrect installation, poor maintenance, storage or handling, building subsidence, frame distortion.
- 4) If it is not established to the Third Party Supplier's reasonable satisfaction that any Insulating Glass Unit is of faulty manufacture, the Buyer may be required to pay the cost of inspection. The Buyer shall pay the cost (as certified by the Third Party Supplier) of any examination of such goods as a result of which the Third Party Supplier denies liability. The defective goods are returned to the Third Party Supplier at the Buyer's expense in the event of an unsuccessful warranty claim.
- 5) The warranty will be void if there is an incompatibility reaction once installed. Only materials and sealants specifically designed and tested for glazing of IGU's to be compatible with IGU sealants should be used. For the structural Stepped IGU flat rooflight product, the IGU secondary sealant for stepped unit flat rooflight product at the time of issuing this warranty statement is Dow Corning 3363 Insulating Glass Sealant and the primary sealant is Insulating Glass-Sealant GD 115. The Third Party Supplier does not accept any liability for quality issues caused by non-compatibility reactions. The warranty provided is for the standalone IGU or Stepped unit IGU as detailed above and not the complete system including the timber frame, setting blocks, aluminium angle trim, primer, silicone sealant or any other compatible components used as these components are purchased and installed separately on site by the customers or their contractor. Any issues with the upstand/frame or roof would be the responsibility of the installer. If the Buyer uses sealants or materials which have not been recommended or specified it is their responsibility to perform compatibility tests in the event of a warranty claim.

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- 6) Inspection and Acceptance Criteria – Insulating glass units will be inspected and assessed in accordance with the Glass and Glazing Federation guidance document 4.10 Appearance and Visual Quality Specification for Insulating Glass Units. ‘The IGUs shall be viewed at near normal incidence, i.e. at right angles, to the glass surface from the room side, standing at a distance of not less than 2 metres away from the inner glass surface for annealed float glass and 3 metres away for all other glass types e.g. laminated or toughened glass. The assessment of visual quality of the panes of glass should be carried out in natural daylight but not in direct sunlight and with no visible moisture on the surface of the inner or outer glass panes. The use of strong lamps and/or magnifying devices is not allowed. It is not permissible to find defects at close range and then mark them so as to be visible from the given viewing distance. Obtrusiveness of faults shall be judged by looking through the glass, not at it.’ Any non-conformant IGU’s reported by the Buyer that are deemed to be within the acceptance criteria of this document will be charged accordingly for the replacement(s).
- 7) Any replacement for an Insulating Glass Unit to be provided under the terms of this warranty shall be the nearest available equivalent product reasonably obtainable at the time of replacement. Collection can be made by the Buyer or delivery charge will be applied for site deliveries. Any replacement Insulating Glass Unit shall be warranted for a term which expires the same date as the original term referred to in this warranty or invoice whichever is earlier.
- 8) Any failure or defect outside of the term of warranty is excluded. Any shattering, cracking, breakage or other damage to glass is excluded from this warranty.
- 9) All claims must include proof, date of purchase and order number from the delivery note. Please quote your order number from delivery note when contacting Toughened Glass Systems.
- 10) The flat roof light stepped sealed unit product supplied is supported by manufacturer’s warranty for the stand-alone Insulated Glass Unit element only. Incompatible components must not be used in the installation of Insulated Glass Units and their use will render the warranty as void. The person responsible for the installation of the product should follow the Third Party Supplier’s data sheets regarding the use and application of sealants, setting blocks, primers or any other fixings and materials they have selected for the overall system to ensure compatibility with the product, surrounding structures and materials.
- 11) The benefit of this warranty is not assignable or transferable to third parties.

TOUGHENED SAFETY GLASS

No warranty is provided for Toughened Safety Glass. Manufactured glass is compliant with BS EN 12150.

BACK PAINTED GLASS

No warranty is provided for Back Painted Glass.

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LAMINATED TOUGHENED GLASS

No warranty is provided for Laminated Glass. Manufactured glass is compliant with BS EN 14449 and BS EN 12150.

GLASS FIXINGS

Glass fixing, including, hinges, handles, clamps, door locks, stand-off fixings, handrails or any other type of fixings and hardware supplied are not provided with manufacturer or supplier warranties.

POSI GLAZE BASE CHANNEL SYSTEM

- 1) The Posi Glaze frameless base channel system we supply is provided with a 12-month Third Party Supplier warranty.
- 2) In the unlikely event that any defect should occur please contact Toughened Glass Systems immediately and at least two weeks prior to the end of the warranty period. On receipt of the required information we will arrange an inspection with the Third Party Supplier or review pictures provided by you. Any components found to be defective due to faulty materials or manufacturer will be repaired or replaced by the third Party Supplier.
- 3) This warranty does not apply:
 - a) where the Buyer has failed to follow the user guide and maintenance documentation;
 - b) to routine cleaning and normal cosmetic and mechanical wear and tear;
 - c) to the surface staining /spot rusting of stainless steel fittings and anodised aluminium;
 - d) if the product is misused, damaged or dismantled by the Buyer or any unauthorised person, any alteration is made to the original specification or if the goods show evidence of impact, mishandling or tampering, unnatural chemical corrosion or use contrary to its intended purpose;
 - e) to goods bought by the Buyer in an unfinished, unprotected state (none anodising or powder coating surface protection);
- 4) Tempered glass might contain nickel sulphide inclusions which may lead to spontaneous breakages. The exclusion of all nickel sulphide inclusions cannot be guaranteed and the warranty does not cover replacement units or associated costs as a result.
- 5) In any dispute over the visual quality or material tolerance in shape, twist or bow, the industry standard as laid out by the relevant body such as the Glass & Glazing federation will be used as reference.
- 6) the warranty is limited to the goods provided and excludes any product or service (including installation and building work) not supplied by the Third Party Supplier and

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any other consequential damage or loss arising. Goods must be fitted and maintained in accordance to the Third Party Supplier's recommended methods of installation, incorrect fitting by the Buyer or third party installers will invalidate this warranty.

- 7) Replacement goods supplied under the warranty will be of a standard current at the time of replacement, this warranty applies to replacement goods up to the limit of the warranty period covering the original goods.

