

Trucurve Glass

Trucurve Glass is the registered trading name of A & V Sales Ltd

General Terms and Conditions of Sale

1. Definitions and interpretations:

1.1 In these conditions 'Trucurve Glass' means the company A & V Sales Ltd

'Buyer' means the person, firm, or company so described in the order

'Conditions' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any varied or special terms and conditions agreed in writing between Trucurve Glass and the buyer .

'Contract' means the contract of the sale and supply of the goods and/or the supply and performance of the services subject to these conditions.

'Goods' means the goods (including any instalment of the goods or any part of them) described in the order.

'Order' means any written quotation of Trucurve Glass which is accepted by the buyer, or any written order of the buyer which is accepted by Trucurve Glass for the supply of Goods or performance of services.

'Price' means the price of the goods and/or charge for the services

'Specification' includes any plans, drawings, data, process or other technical requirements or information relating to the goods or Services agreed between the parties.

2. General Basis of Sale

2.1 These conditions apply to all Contracts for sale of Goods by Trucurve Glass

2.2 The placing of an Order by the Buyer for the Goods shall constitute acceptance of these Conditions notwithstanding any other terms and conditions subject to which any quotation by Trucurve Glass is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer.

2.3 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Trucurve Glass

3. Order Acceptance

3.1 The Buyer shall be responsible to Trucurve Glass for ensuring the accuracy of the terms of any order submitted by the Buyer (including details as to type of glass, quality, thickness, processing required, quantity and dimensions). This also refers to any amendments, alterations, or deletions which might occur subsequent to an order being placed. Where Trucurve Glass have been contracted by the buyer to perform such specification, the order must contain a binding statement from the Buyer confirming agreement with the specifications as detailed by Trucurve Glass.

3.2 Cancellation of an Order will only be accepted without charge provided that no work has been done nor any special materials ordered which cannot be cancelled without cost to Trucurve Glass. Work carried out prior to cancellation will be charged on an appropriate basis save that cancellation shall not be accepted on any order which has been substantially completed

3.3 The following circumstances entitle Trucurve Glass to cancel an order
* Unexpected technical difficulties, lying in the nature of the order and making its execution impossible or unreasonable for us.

* War, strike and abnormalities in raw material and energy supply as well as other events of considerable interruption of production, or force majeure.

* Any claims for damages as a result of the cancellation are excluded

4 . Price of the goods

4.1 The price shall be the price quoted by Trucurve Glass. All quotations are valid for 3 months only, after which time a new quotation may be requested.

4.2 All products are sold subject to V.A.T at the rate chargeable at the day of delivery.

4.3 The price quoted by Trucurve Glass, unless otherwise stated, is on an ex works basis, and where Trucurve Glass agrees to deliver the goods, the buyer shall be liable to pay Trucurve Glass' charges for transport, packaging, and insurance

5. Terms of payment

5.1 At the sole discretion of Trucurve Glass:

A. Payment shall be due on delivery of the Goods: or

B. Full or part payment shall be due before delivery of the Goods: or

C. Payment for approved customers shall be 30 days following the end of the month in which the original invoice for the goods was raised.

5.2 Where the Buyer wrongfully fails to take delivery of the goods, Trucurve Glass shall be entitled to invoice the Buyer for the price at any time after Trucurve Glass has notified the Buyer that the goods are ready for collection or (as the case may be) Trucurve Glass has tendered delivery of the goods.

5.3 The Buyer shall pay the Price within 30 days of the date of Trucurve Glass' invoice unless otherwise notified by Trucurve Glass in writing, and Trucurve Glass shall be entitled to recover the Price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of the Contract.

5.4 If the buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Trucurve Glass, Trucurve Glass shall be entitled to cancel the contract or suspend any further deliveries to the buyer.

6. Delivery

6.1 Any dates quoted for delivery of the Goods are approximate only and Trucurve Glass shall not be liable for any early or late delivery of the Goods however caused.

6.2 The purchaser is responsible for the delays in deliveries caused by not sending us the requested information regarding dimensions, payment arrangements or other such things by the time requested by us. We will not accept any penalty clauses or penalty costs regarding delayed deliveries.

7. Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer, at the time when Trucurve Glass notifies the Buyer that the Goods are available for collection: or

7.2 Risk of damage to or loss of the Goods shall pass to the buyer in the case of Goods to be delivered otherwise than at Trucurve Glass' premises, at the time of delivery, or if the Buyer wrongfully fails to take delivery of the Goods, the time when Trucurve Glass has tendered delivery of the Goods

7.3 The property in the Goods shall not pass to the Buyer until Trucurve Glass has received in cash or cleared funds payment in full of the Price and all other goods agreed to be sold by Trucurve Glass to the Buyer for which payment is then due. Where goods delivered under this contract have been sold by the Buyer either in their original form, after further modification and or incorporated in some other product, then the Buyer shall be trustee for Trucurve Glass for the proceeds of sale, thereof in respect of such proceeds, until Trucurve Glass shall have been paid fully thereof.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) Trucurve Glass shall be entitled at any time to require the Buyer to deliver up the Goods to Trucurve Glass and , if the Buyer fails to do so forthwith, to enter upon any premises or vehicles of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer is neither entitled to pawn nor to transfer the goods as a security. In case they are seized by a third party, we have to be informed without delay. The Buyer is obliged to furnish us on our request with all information, which serves to enforce our rights for the reservation of property.

8. Liability

No liability is accepted (to the furthest extent permitted by law) for any breach of statutory duty or for negligence except that if any goods are defective workmanship by Trucurve Glass in which case Trucurve Glass shall only be liable to the extent required to remedy or replace such defects and only then to the extent that this is due to defective workmanship of Trucurve Glass. Trucurve Glass may in any such event refund to the customer the price for a proportionate part thereof (where applicable) but shall have no further liability to the customer and in particular for any consequential loss arising there from.

9. Warranty

9.1 Trucurve Glass warrants that the goods will correspond with the Specification at the time of delivery and will be free from defects in material and workmanship and will comply with any printed warranty given by Trucurve Glass current at the date of the Order relating to the type of goods the subject of the order.

9.2 The above warranty is given by Trucurve Glass subject to the following conditions.

*Trucurve Glass shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the buyer.

*Trucurve Glass shall be under no liability in respect of any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Trucurve Glass' instructions (whether oral or in writing), misuse or alteration or repair of the goods without Trucurve Glass' approval.

9.2 (con't)

*Trucurve Glass shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price has not been paid by the due date for payment.

*Trucurve Glass shall be under no liability where the customer has failed to comply with the relevant assembly, fitting or storage instructions relating to the product.

9.3 Any claim by the buyer which is based on any defect in the quality or condition of the goods or their failure to correspond to the Specification shall be notified to Trucurve Glass within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the buyer does not notify Trucurve Glass accordingly, the buyer shall not be entitled to reject the goods and Trucurve Glass shall have no liability for such defect or failure.

9.4 Except in respect of death or personal injury caused by Trucurve Glass' negligence, Trucurve Glass shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Trucurve Glass, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer and the entire liability of Trucurve Glass under or in connection with the Contract shall not exceed the Price, except as expressly provided in these Conditions.

10. Insolvency of the Buyer

If the Buyer makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation or Trucurve Glass reasonably apprehends that any of the events mentioned above is about to occur, then Trucurve Glass shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

