

CONDITIONS OF SALE

Interpretation

1.1 In these Conditions:

"APPLICATION FORM" means the on-line Account Application Form appearing at www.autoglassbusiness.co.uk.

"AUTOGLASS" means Belron UK Limited t/a Autoglass®, 1 Priory Business Park, Cardington, Bedford MK44 3US.

"CONDITIONS" means the terms and conditions of sale set out in this document and any special terms and conditions agreed between the Customer and Autoglass through the Application Form process or as otherwise agreed in accordance with Condition 11.3.

"CONTRACT" means a contract between the Customer and Autoglass, made upon these Conditions for the purchase and sale of the Services and formed in accordance with Condition 2.1.

"CUSTOMER" means the party named overleaf.

"SERVICES" means the vehicle glass repair, replacement and related services which Autoglass is to supply in accordance with these Conditions, along with any related goods which form a part thereof.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to a statute under the laws of England and Wales as amended, modified or re-enacted at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 Any document required to be delivered in writing under these Conditions may be delivered via personal delivery, post, electronic mail or facsimile.

Basis of the sale; Contract Formation

2.1 Autoglass shall sell and the Customer shall purchase the Services in accordance with any written quotation of Autoglass which is accepted by the Customer, or any written order of the Customer which is accepted by Autoglass, subject in either case to these Conditions. A Contract is only formed when Autoglass provides written confirmation of its acceptance of any offer or commences delivery of the Services, whichever is earlier.

2.2 Subject to any variation pursuant to the Application Form process or Condition 11.3, a Contract will only be made upon the Conditions and to the exclusion of all previous oral or written representations, including any terms or conditions which the Customer purports to apply under any order, quotation, invoice or similar document.

2.3 Autoglass' employees or agents are not authorised to make any representations concerning the Services unless confirmed by Autoglass in writing. In entering into a Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Autoglass shall be subject to correction without any liability on the part of Autoglass.

2.5 Autoglass may make a search with a credit reference agency, which will keep a record of that search and may share that information with other businesses in a manner compliant with the Data Protection Act 1998 and any other applicable data protection laws of England and Wales. Autoglass may also make enquiries about the principal directors of the Customer and/or affiliated companies with a credit reference agency.

Orders and specifications

3.1 No order submitted by the Customer shall be deemed to be accepted by Autoglass unless and until confirmed in writing by Autoglass' authorised representative.

3.2 The Customer shall be responsible for ensuring the accuracy of the terms of any order (including any specification) submitted by the Customer, and for giving Autoglass any necessary information relating to the Services within a sufficient time to enable Autoglass to perform a Contract. The quantity, quality and description of and any specification for the Services shall be those set out in Autoglass' written quotation (if accepted by the Customer) or the Customer's written order (if accepted by Autoglass).

3.3 Autoglass reserves the right to make any changes in the specification of the Services which are required to conform to any applicable safety or other statutory requirements or, where the Services are to be supplied to Autoglass' specification, which do not materially affect their quality or performance.

3.4 No order which has been accepted by Autoglass may be cancelled by the Customer except with the agreement in writing of Autoglass and on terms that the Customer shall indemnify Autoglass in full against all loss, costs (including the cost of all labour and materials used), damages, liabilities, charges and expenses incurred by Autoglass as a result of cancellation.

Price of the Services

4.1 The price of the Services shall be Autoglass' quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Autoglass' retail published price list current at the date of acceptance of the order. All prices quoted are valid for thirty (30) days only or until earlier acceptance by the Customer, after which time they may be altered by Autoglass without giving notice to the Customer.

4.2 Unless stated to be inclusive the price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Autoglass.

Terms of payment

5.1 Subject to any special terms agreed through the Application Form process, Autoglass shall be entitled to invoice the Customer for the price of the Services on or at any time after delivery of the Services.

5.2 The Customer shall pay the price of the Services (less any discount to which the Customer is entitled, but without any other deduction) within thirty (30) days of the date of Autoglass' invoice. The time of payment of the price shall be of the essence of a Contract. Failure to make payment by the due date will result in the loss of any agreed discount which will then automatically be added (or be deemed to be added) to Autoglass' invoice. Receipts for payment will be issued only upon request.

5.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Autoglass, Autoglass shall be entitled to:

5.3.1 terminate any Contract or suspend any further deliveries to the Customer (or require payment on a pro forma basis in respect of further deliveries); and

5.3.2 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 2 (two) per cent per annum above the National Westminster Bank plc base rate from time to time, until payment in full is made.

Delivery

6.1 Delivery of the Services shall be made by Autoglass (subject to Clause 6.2 below) at the time and place agreed with the Customer.

6.2 Autoglass shall not be liable for any delay in delivery of the Services howsoever caused. Time for delivery shall not be of the essence. The Services may be delivered by Autoglass in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6.3 If Autoglass fails to deliver the Services for any reason other than any cause beyond Autoglass' control or the Customer's fault, and Autoglass is accordingly liable to the Customer, Autoglass' liability shall be limited to the excess (if any) of the cost to the Customer (in the most price competitive available market) of similar Services to replace those not delivered over the price of the Services.

6.4 If the Customer fails to take delivery of the Services or fails to give Autoglass adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Autoglass' fault) then, without prejudice to any other right or remedy available to Autoglass, Autoglass may either store any goods provided as part of the Services until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage OR if such goods have been purchased specifically for the Customer sell such goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price under the related Contract.

Risk and property

7.1 Risk of damage to or loss of any goods provided as part of the Services shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Services, the time when Autoglass has tendered delivery (or would have tendered delivery but for the Customer's failure to accept delivery) of the Services.

7.2 Notwithstanding delivery and the passing of risk in the Services, or any other provision of these Conditions, the property in the Services shall not pass to the Customer until Autoglass has received in cash or cleared funds payment in full of the price of the Services and all other Services agreed to be sold by Autoglass to the Customer for which payment is then due.

7.3 Until such time as the property in the Services passes to the Customer (and provided any goods provided as part of the Services are still in existence and have not been installed or otherwise attached to a Customer vehicle through any provision of the Services), Autoglass shall be entitled at any time to require the Customer to deliver up such goods to Autoglass and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where such goods are stored and repossess such goods.

Warranties and liability

8.1 Subject to the conditions below Autoglass warrants that the Customer shall be entitled to benefit from whatever Autoglass standard guarantee is in effect at the time a given Contract is formed pursuant to Condition 2.1.

8.2 Notwithstanding the above, Autoglass shall be under no liability in respect of any defect arising from fair wear and tear (including but not limited to breakage of any goods provided as part of the Services after installation through impact or other normal operating damage or arising from defect in the bodywork (aperture or otherwise)), willful damage, negligence, abnormal working conditions, failure to follow Autoglass instructions (whether oral or in writing), misuse or alteration or repair of any goods provided as part of the Services without Autoglass' approval AND that Autoglass shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Services has not been paid by the due date for payment.

8.3 Subject as expressly provided in these Conditions, and except where the Services are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Any claim by the Customer which is based on any defect in the quality of the Services or condition of any goods provided as part of the Services shall be notified to Autoglass within seven (7) days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within seven (7) days of discovery of the defect or failure. If the Customer does not notify Autoglass accordingly, the Customer shall not be entitled to reject the Services and Autoglass shall have no liability for such defect or failure, and the Customer shall be bound to pay the price of the Services.

8.5 Where any valid claim in respect of any of the Services which is based on any defect in the quality of the Services or condition of any goods provided as part of the Services is notified to Autoglass in accordance with these Conditions, Autoglass shall be entitled to replace the Services (or the part in question) free of charge or, at Autoglass' sole discretion, refund to the Customer the price of the Services, but Autoglass shall have no further liability to the Customer.

8.6 Except in respect of death, personal injury caused by Autoglass' negligence or any liability which cannot be excluded as a matter of law, Autoglass shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of a Contract, for any loss or damage, lost opportunity, costs or expenses (and whether caused by the negligence of Autoglass, its employees or agents or otherwise) which arise out of or in connection with the supply of the Services or their use by the Customer, except as expressly provided herein.

8.7 Autoglass shall not be liable to the Customer or be deemed to be in breach of a Contract by reason of any delay in performing, or any failure to perform, any of Autoglass' obligations in relation to the Services, if the delay or failure was due to any cause beyond Autoglass' control.

Intellectual Property

9.1 Neither the Customer nor Autoglass shall reproduce or use any trademark or other intellectual property of the other without the prior written consent of the owner of the intellectual property or hold itself out as being in any way connected to the other party save for the purposes of these Conditions and any Contract.

Material Breach; Insolvency of Customer

10.1 If the Customer is in material breach of the Conditions Autoglass will be entitled, without prejudice to its other rights and remedies, to serve a written notice on the Customer specifying, in reasonable detail, the nature of the breach and, if capable of remedy, requiring the Customer to remedy the same. If the Customer fails to remedy the matter complained of (if capable of remedy) within thirty (30) days of the service on it of such notice, or if Autoglass determines that such breach is incapable of remedy, Autoglass will have the right to terminate any Contract immediately or suspend any further deliveries under any Contract without any liability to the Customer, and if the Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10.2 If the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation; OR if an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; OR if the Customer ceases, or threatens to cease, to carry on business; OR if Autoglass reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer then, without prejudice to any other right or remedy available to Autoglass, Autoglass shall be entitled to terminate any Contract immediately or suspend any further deliveries under a Contract without any liability to the Customer, and if the Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

General

11.1 No term of the Conditions or any Contract is intended for the benefit of any third party, and neither the Customer nor Autoglass intend that any such term should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.2 No waiver by Autoglass of any breach of any Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 The Conditions and any Contract may be amended only in writing by agreement between Autoglass and the Customer.

11.4 Each of the Customer and Autoglass acknowledges that it has not relied upon or been induced to enter into any Contract by any representation other than a representation expressly set out in the Conditions and neither party shall be liable to the other in equity, contract, tort, under the Misrepresentation Act 1967 or in any other way for any representation not expressly set out in the Conditions; provided that nothing herein shall affect a party's liability in respect of any fraudulent misrepresentation.

11.5 Neither the rights nor the obligations of the Customer or Autoglass under the Conditions or any Contract may be assigned, transferred or otherwise disposed of in whole or in part, without the prior written consent of the other party.

11.6 The Conditions and any Contracts do not create nor will they in any circumstance be taken as having created a partnership or joint venture relationship between the Customer and Autoglass, nor will any agent or sub-contractor of the Customer or Autoglass act as agent of the other. Neither the Customer nor Autoglass shall start any legal action in the other party's name or on the other party's behalf or admit liability for or agree to settle or purport to settle any claim or legal proceedings brought against the other or settle or act in any manner as to prejudice any such claim or proceeding.

11.7 For the avoidance of doubt neither the Conditions nor any Contract creates nor shall they in any circumstances be taken as having created an exclusive relationship between the Customer and Autoglass.

11.8 Neither the Customer nor Autoglass shall be liable to the other in contract, tort or otherwise for any loss of profit, or any special, indirect or consequential loss or damage of any nature whatsoever.

11.9 If any Condition or, as the case may be, provision of a Contract, shall be prohibited or invalid under applicable law or otherwise unenforceable, the remaining Conditions or, as the case may be, provisions shall be ineffective only to such extent, without invalidating, as appropriate, such remaining Conditions or provisions.

11.10 The Conditions and any Contracts shall be governed by and construed in accordance with the laws of England and Wales and the Customer and Autoglass hereby submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under the Conditions and any Contract.