

JKW GLAZING SYSTEMS LTD

STANDARD TERMS AND CONDITIONS OF SALE

Supplier Details

JKW Glazing Systems Ltd

First Floor

10 College Road

Harrow

HA1 1BE

Factory Address:

Bingley, The Common

West Drayton

UB7 7HQ

These Terms and Conditions apply to all quotations, sales, supplies, and contracts for Goods supplied by JKW Glazing Systems Ltd (“the Supplier”) unless otherwise agreed in writing.

1. Definitions and Interpretation

1.1 In these Terms and Conditions:

Business Day means any day other than a Saturday, Sunday, or public holiday in England.

Conditions means these Terms and Conditions.

Contract means the agreement between the Supplier and the Customer for the supply of Goods.

Customer means the individual, company, partnership, contractor, developer, or entity purchasing Goods from the Supplier.

Delivery Location means the address agreed for delivery of the Goods.

Force Majeure Event means any circumstance beyond the reasonable control of the Supplier including but not limited to:

- supplier shortages
- transport disruption
- manufacturing delays
- labour shortages

- strikes
- natural disasters
- weather conditions
- acts of government.

Goods means all glazing systems, windows, doors, aluminium systems, glass units, rooflights, bifold doors, sliding doors, curtain walling, frames, accessories, and associated products supplied by the Supplier.

Order means any instruction, request, purchase order, signed drawing, email confirmation, WhatsApp confirmation, verbal instruction, or approval to proceed issued by the Customer.

Price means the amount payable for the Goods.

Specification means all drawings, dimensions, plans, schedules, technical details, and measurements approved by the Customer.

Supplier means JKW Glazing Systems Ltd.

2. Basis of Contract

2.1 These Conditions apply to all Contracts and override any terms proposed by the Customer.

2.2 Any quotation issued by the Supplier shall remain valid for 30 days unless withdrawn earlier.

2.3 The Customer's Order shall only be deemed accepted when the Supplier confirms the Order by:

- email
- invoice
- production scheduling
- commencement of manufacture
- ordering materials
- or delivery of the Goods,

whichever occurs first.

2.4 The Customer is solely responsible for ensuring all measurements, drawings, specifications, structural information, and technical details are correct and complete.

2.5 Signed drawings, marked-up plans, purchase orders, emails, WhatsApp messages, text messages, or approval to proceed shall constitute legally binding acceptance of the Order and Specification by the Customer.

2.6 Any advice or recommendation given by the Supplier is followed entirely at the Customer's own risk unless confirmed in writing by the Supplier.

3. Bespoke and Made-to-Measure Goods

3.1 All Goods supplied by the Supplier are bespoke and manufactured specifically to the Customer's requirements and specifications.

3.2 The Customer acknowledges that the Goods are custom-made products manufactured specifically for the Customer.

3.3 Once an Order has been placed and:

- production confirmed
- materials ordered
- drawings approved
- manufacture commenced
- or fabrication scheduled,

the Goods shall become strictly non-refundable, non-returnable, and non-cancellable.

3.4 As the Goods are bespoke made-to-measure products, the Supplier cannot offer refunds, exchanges, credits, or returns once production has commenced.

3.5 The Customer shall remain fully liable for the entire Contract price regardless of:

- cancellation request
- refusal to accept delivery
- project delays
- design changes
- insolvency
- financial difficulty
- or any other circumstance.

3.6 If the Supplier agrees to any cancellation request, the Customer shall pay all costs incurred including:

- materials
- labour
- administration
- manufacturing

- transport
- storage
- and legal recovery costs.

3.7 Cancellation charges may be up to 100% of the total Order value.

4. Price and Payment

4.1 The Price for the Goods shall be the amount stated in the Supplier's quotation, invoice, or production confirmation.

4.2 All prices are exclusive of VAT unless stated otherwise.

4.3 Payment terms shall be strictly as stated on the Supplier's invoice.

4.4 The Supplier reserves the right to require deposits, stage payments, or full payment in advance before manufacture or delivery.

4.5 Failure to make payment by the due date shall entitle the Supplier to:

- suspend manufacture
- suspend delivery
- withhold future orders
- or terminate the Contract immediately.

4.6 Interest shall be charged on overdue amounts at:

8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

4.7 Interest shall accrue daily until full payment is received.

4.8 The Customer shall indemnify the Supplier for all:

- debt recovery charges
 - solicitor fees
 - legal expenses
 - court fees
 - enforcement costs
 - and collection agency charges.
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5. Director Personal Guarantee

5.1 Where the Customer is a company, partnership, or corporate entity, the individual placing the Order confirms that they are authorised to bind the Customer.

5.2 The individual placing the Order, including any director, officer, employee, or authorised representative, agrees to be jointly and severally liable with the Customer for all sums owed under the Contract.

5.3 The director or authorised representative placing the Order personally guarantees payment of all invoices issued by the Supplier.

5.4 If the Customer fails to pay, the Supplier may recover all outstanding sums directly from the director or authorised individual who placed the Order.

5.5 The placing of an Order constitutes acceptance of this personal guarantee obligation.

6. Delivery

6.1 Delivery dates are estimates only and time shall not be of the essence.

6.2 The Supplier shall not be liable for delays caused by:

- supplier shortages
- traffic
- transport disruption
- weather
- labour shortages
- manufacturing issues
- or Force Majeure Events.

6.3 Delivery shall be deemed complete once the Goods arrive at the Delivery Location.

6.4 If the Customer fails to take delivery within 5 Business Days of notification that the Goods are ready, the Supplier reserves the right to charge reasonable:

- storage fees
- handling fees
- redelivery charges
- and insurance costs.

6.5 The Customer shall provide safe and suitable access for delivery vehicles and unloading.

7. Inspection and Acceptance

7.1 The Customer must inspect all Goods immediately upon delivery.

7.2 Any shortages, defects, damage, or issues must be reported in writing within 48 hours of delivery.

7.3 Failure to notify the Supplier within this period shall constitute full acceptance of the Goods.

7.4 The Supplier shall not be liable for defects caused by:

- incorrect installation
 - improper handling
 - misuse
 - accidental damage
 - site conditions
 - movement of structures
 - or normal wear and tear.
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8. Installation Disclaimer

8.1 Unless expressly agreed in writing, the Supplier does not provide installation services.

8.2 The Supplier accepts no liability whatsoever for installation undertaken by the Customer or any third party.

8.3 The Customer is responsible for ensuring compliance with:

- building regulations
 - structural requirements
 - planning requirements
 - and installation standards.
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9. Risk and Retention of Title

9.1 Risk in the Goods shall pass to the Customer upon delivery.

9.2 Ownership of the Goods shall not pass until:

- all invoices are paid in full; and
- all monies owed by the Customer to the Supplier have been cleared.

9.3 Until ownership passes:

- the Goods remain the property of the Supplier
- the Customer must store them separately
- the Customer must keep them identifiable as property of the Supplier.

9.4 The Supplier may enter any premises where the Goods are stored to recover them if payment is overdue.

10. Limitation of Liability

10.1 Nothing in these Conditions excludes liability for death or personal injury caused by negligence or fraud.

10.2 Subject to clause 10.1, the Supplier's total liability shall not exceed the value of the Goods supplied under the Contract.

10.3 The Supplier shall not be liable for:

- loss of profit
 - loss of business
 - loss of contracts
 - project delay costs
 - consequential losses
 - indirect losses
 - or third-party claims.
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11. Force Majeure

11.1 The Supplier shall not be liable for failure or delay in performance caused by a Force Majeure Event.

11.2 If a Force Majeure Event continues for more than 60 days, the Supplier may terminate the Contract without liability.

12. General

12.1 The Supplier may assign or transfer its rights under the Contract.

12.2 The Customer may not assign the Contract without written consent from the Supplier.

12.3 If any provision of these Conditions is found unenforceable, the remaining provisions shall remain valid.

12.4 No variation to these Conditions shall be binding unless agreed in writing by the Supplier.

12.5 Failure by the Supplier to enforce any provision shall not constitute a waiver of rights.

13. Governing Law

13.1 These Terms and Conditions shall be governed by the laws of England and Wales.

13.2 The courts of England and Wales shall have exclusive jurisdiction over any dispute arising from the Contract.