

Terms and Conditions

These Terms and Conditions of Business ("The **Terms**") and the Order set out the entire agreement between you ("the **Customer**") and Middle Wall Glassworks ("the **Supplier**"). Please read these terms carefully. Signature of the Contract Form shall constitute acceptance of these Terms.

1. PRODUCT

The Supplier agrees to supply (and, where applicable, install), and the Customer agrees to purchase the product(s) set out on the Order ("the **Products**").

2. TEMPLATING and LEAD TIME

The Supplier will undertake a survey of the site at which the Customer wishes to have the Products installed. Unless otherwise agreed in writing with the Customer, the Company's lead-time for the delivery of the Products shall be 3 - 4 weeks from the date that the Templating is completed.

Electrical and telephone points, utensil racks, appliances, cabinetry and all fixtures must be fitted or marked before the Templating, as changes cannot be made to the Product(s) once it is cut and toughened. New wall cabinets should be filled before Templating, as this can lead to a significant drop of the cabinetry.

The Supplier will use its reasonable endeavours to carry out the Templating within seven (7) days of the date it receives a completed and signed Order from the Customer.

Due to the bespoke nature of the Products, once the Customer has placed an order, it may not be cancelled. In the event of cancellation, the Supplier will retain the Customer's deposit. Any cancelled order for Products that have already been manufactured by the Supplier must be paid for in full.

3. SITE PREPARATION and INSTALLATION

The Customer is solely responsible for ensuring that the site is suitably prepared for installation.

The Supplier shall not be responsible for any issues relating to the size or fit of the Product(s) if (a) the Product(s) are ordered without the benefit of Templating by the Supplier's qualified installers or (b) the Product(s) are installed by unqualified installers.

4. TITLE and RISK

Notwithstanding the earlier passing of risk, title in the Product(s) shall remain with the Supplier and shall not pass to the Customer until all amounts due by the Customer have been paid in full. Unless otherwise set out in these Terms, risk passes onto the Customer once the goods are installed, delivered or collected (as the case may be).

5. PAYMENT TERMS

A Deposit of 50% is to be paid by the Customer on placing an order. Unless otherwise agreed with the Customer in writing, payment of the balance shall be due immediately from the date the Supplier submits an invoice to the Customer.

6. COLOUR

Colour is to be chosen from the Supplier's standard range, from the Dulux™ paint mixing range or a personal colour match. Due to the variation in the manufacture of glass, an exact colour match cannot be guaranteed. The Supplier will use its reasonable endeavours to match as closely as possible the finished Product with the required colour.

Colours should always be chosen from sample swatches in the room set under final lighting conditions.

7. AMENDMENTS

Please note any cost increases, after an initial quote, necessitated by the Site Visit and Templating, are the sole responsibility of, and shall be payable by the Customer. Any amendments in respect of changes requested after the final measure and survey are also payable in full by the Customer. Any changes relating to changed position of sockets, taps, phone sockets, light switches or other fixtures are at the expense of the Customer.

8. NON-DELIVERY and DEFECTS OR DAMAGE TO PRODUCT(S)

If the Customer establishes that any Product(s) are defective the Company shall, as its option, replace with similar goods or repair any defective Product(s).