

# SmartGlass International™ Ltd

## Terms & Conditions of Sale

- Price** - All quotations are subject to confirmation in writing by the Company upon receipt of the order from the Purchaser. Any discrepancies between the quotation and the order will be notified to the client in writing, generally in e-mail format, and the revised price agreed prior to acceptance of the order and receipt of the deposit.
- Delivery** - Time of delivery shall not be the essence of the contract, nor shall the Purchaser have the right to make it such. Whilst every endeavour will be made to adhere to the quoted / agreed delivery date or programme, the Company shall under no circumstances be liable for any costs, including indirect or consequential loss due to delay in delivery, shortages of material, labour or any other cause whatsoever.
- Payments** - Shall be made at the time specified within the quotation or contract document. The order value to be paid will be that specified in the face of the contract or calculated in accordance with the formula therein. The amount shall not be subject to any discount, Main Contractors Discount, or set off charges whatsoever except with prior written agreement by Smartglass International Limited. Payments not received within 30 days from date of invoice will be subject to the additional charges as set out in the European Communities "Late payment in commercial actions" regulations 2002.
- Delivery Terms** - In the case where goods are exported, or sent by independent freight carrier, whether arranged by the Company, or others, the Purchaser agrees to comply in all respects, with the freight carrier's terms & conditions of carriage for notification of claims, loss, or damage in transit.
- Insurance** - It is the responsibility of the Purchaser to insure goods in transit from the point of collection at Smartglass International premises. If the Purchaser requests Smartglass International Limited to arrange for the insurance this will be subject to the cost of the insurance + 15% administration fee payable by the Purchaser.
- Certificate of Conformity** - The Company shall not supply certificates of conformity unless requested at the time of placing the order. The company reserves the right to charge a fee for any certification supplied.
- Retention of Title**
  - (1) The goods shall be at the Purchasers risk from the time of delivery or collection.
  - (2) In spite of delivery being made, property in the goods shall not pass from the Company to the Purchaser until the full contract value has been paid the full, inclusive of vat where applicable.
  - (3) Until property in the goods passes to the Purchaser in accordance with clause (2) the Purchaser shall hold the goods and each of them on a fiduciary basis as bailee for the company.
  - (4) Until such time as property in the goods passes from the Company, the Purchaser shall, upon request, deliver up such of the goods as have not ceased to be in existence or resold, to the Company. If the Purchaser fails to do so, the Company may enter upon any premises owned, occupied or controlled by the Purchaser, where the goods are situated, and repossess the goods.
  - (5) The purchaser shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the companies act. Without prejudice to the other rights of the Company, if the Purchaser fails to do so all sums whatever owing to the Purchaser the Company shall forthwith become due and payable.
- Jurisdiction** - The Purchaser accepts that any claim in respect of this or any contract, claim or action with the Company, shall be governed by the jurisdiction of the Irish and English Courts.
- Subsequent Orders** - The Purchaser agrees that these conditions of sale shall bind any subsequent orders and business with the Company unless expressly excluded or varied in writing by the Company.
- Free Issue Materials** - Smartglass International Limited will not accept liability for damage / breakage of free issue glass or other materials supplied by the Purchaser. The Purchaser will issue all replacement materials free of charge when requested.
- Finishes** - SmartGlass products will be sold of merchantable quality, fit for purpose and as described. Caveat emptor, the purchaser is responsible for ensuring that the goods they are purchasing are the goods that they expect to receive. Smartglass panels will have a clear border from the edge of the glass to the switchable area of up to 5mm in width on the non bus bar sides and 15mm on bus bar side, this will always remain in the clear state with power on or off, this is the industry standard and will not be cause for rejection. It should be noted that there will always be an element of haze within the SmartGlass. This will not be considered or constitute reason for return or refund. Direct lighting onto the Smartglass panel should be avoided as this will accentuate the haze level as will viewing the Smartglass from an angle. Visual imperfections will only be considered as unacceptable when visible from a distance equal to or greater than 3 metres from the surface of the glass.
- Silicone** - All Acidic and some Neutral silicones are extremely hazardous to Smartglass products and can cause de-lamination and irreversible damage to the product. The only silicone that Smartglass International specifies for use with its product is "Soudal Siliub 2"; use of any other silicone will invalidate the warranty.
- Installation / Fixings** - Where door mechanisms / fixings such as door handles, pivots, strike boxes, locks etc are to be fitted to the Smartglass panels, care should be taken when fitting, as any excessive pressure will cause irreversible damage around the fixing area such as de-lamination or clearing of the liquid crystal. In these circumstances this will not be covered by the Smartglass International warranty.
- Warranty** - In the unlikely event that the materials supplied develop a fault which is considered to be due to bad workmanship or material fault within the warranty period, Smartglass international Limited will repair or replace at their discretion, such items to the original supply specification. Smartglass International will not be held responsible or accept any costs incurred by others which are associated with access, removal or replacement of the goods.
- Product Data** - The SmartGlass Handbook which is available upon request from our office, or available for viewing on our web-site, should always be reviewed by the customer for specific instructions on the products.
- Design** - Smartglass International reserves the right to modify the design / materials of its products at any given time with just cause without notification to the client beforehand. This will not give the client any right of complaint.
- Tolerances** - A bending/bowing tolerance of up to 3mm per meter in glass length is accepted as being within tolerance and will not be cause for rejection or be considered as defective.
- Force Majeure** - Smartglass International Limited shall not be liable or deemed to be in breach of any agreement by reason of any delay in performing any of its obligations of these terms and conditions if the said delay is due to Force Majeure or any causes beyond the reasonable control of Smartglass International Limited.
- Termination / Cancellation** - Any order received and accepted by Smartglass International Limited will be cancelled by the purchaser, unless agreed in writing by Smartglass International limited on the condition that the purchaser indemnifies Smartglass International Limited, in full against all costs, losses, expenses, damages or charges incurred as a result of the cancellation.
- Intellectual Property** - The Purchaser shall indemnify Smartglass International Limited against any loss, costs, damages, charges and expenses incurred as a direct result of the work infringing the rights of any third party.