

Terms and Conditions

1. DEFINITIONS

- 1.1 "Buyer" refers to the individual or entity purchasing goods from the Seller.
- 1.2 "Conditions" means the terms outlined in this document, including any specific terms agreed upon in writing by the Seller.
- 1.3 "Delivery Date" is the date the Seller specifies for the delivery of goods.
- 1.4 "Goods" are the products to be provided by the Seller to the Buyer.
- 1.5 "Intellectual Property Rights" include all forms of intellectual property, such as patents, copyrights, trademarks, and know-how, whether registered or not, enforceable globally.
- 1.6 "Price" refers to the cost listed in the Seller's current price list or any other agreed amount, including applicable charges for shipping, packaging, insurance, or interest.
- 1.7 "Seller" is Colouredinglass.co.uk, Located at Unit 2 Merrington Lane Farm Bomere Heath Shrewsbury SY4 3QL

2. GENERAL TERMS

- 2.1 These terms exclusively govern all sales of Goods by the Seller to the Buyer, overriding any other terms the Buyer may propose in purchase orders or similar documents.
- 2.2 Submitting an order constitutes the Buyer's offer to purchase Goods under these Conditions.
- 2.3 Accepting delivery of the Goods confirms the Buyer's agreement to these Conditions.
- 2.4 Any changes to these Conditions, including special terms such as discounts, must be confirmed in writing by the Seller to be valid.
- 2.5 Any guidance or recommendations provided by the Seller or its representatives that are not confirmed in writing are followed at the Buyer's own risk. The Seller accepts no liability for such unconfirmed advice.
- 2.6 These Conditions do not affect the statutory rights of consumers.

3. PRICING AND PAYMENT

- 3.1 Payment must be made through the Seller's website.
- 3.2 Late payments will incur interest at 2% per annum above the Bank of England's base rate, calculated daily from the due date until payment is received.
- 3.3 The Seller reserves the right to modify or withdraw credit terms at any time.
- 3.4 If payment is not received by the due date, the Seller may:
- 3.4.1 Require advance payment for any outstanding deliveries;
 - 3.4.2 Withhold delivery of any Goods without liability;
 - 3.4.3 Allocate any received payments to outstanding invoices as it sees fit;
 - 3.4.4 Cancel the contract.

4. PRODUCT DESCRIPTION

Product details are as shown on the Seller's website. Dimensions may vary by up to 2mm.

5. SAMPLES

Product samples are available upon request.

6. DELIVERY

- 6.1 Standard delivery is within 10–15 working days. Collection is available by arrangement. Orders can be tracked by contacting the Seller.
- 6.2 Unless otherwise agreed, delivery will be made to the address provided by the Buyer on the date specified by the Seller.

6.3 Delivery dates are estimates. The Seller is not liable for delays and the Buyer may not cancel the order due to late delivery.

6.4 If delivery is delayed due to circumstances beyond the Seller's control, the Goods may be stored at the Buyer's expense.

6.5 If the Buyer fails to accept delivery within 3 days of notification, the Seller may invoice the Goods and charge for storage.

6.6 Goods may be delivered in separate installments, each treated as a separate contract.

6.7 If the Buyer requests delivery in installments, at least 3 months' written notice is required and must be approved by the Seller.

6.8 The Buyer must accept delivery within 3 months of the original delivery date, even if delayed.

7. ACCEPTANCE OF GOODS

7.1 The Seller acts solely as a distributor; the Buyer is fully responsible for specifying the Goods' requirements.

7.2 The Buyer must inspect the Goods upon delivery. If no written complaint is received within 14 days, the Goods will be considered accepted. After this period, the Buyer cannot reject the Goods for non-compliance.

7.3 The Buyer must not alter or remove any identifying marks or serial numbers on the Goods.

7.4 The Buyer agrees to accept delivery even if the quantity differs by up to 5% from the order. The Price will be adjusted accordingly.

8. RISK AND OWNERSHIP

8.1 Risk passes to the Buyer when the Goods are delivered or made available for collection.

8.2 Ownership remains with the Seller until full payment is received for all Goods supplied.

8.3 Until ownership transfers, the Buyer must store the Goods separately, keep them insured, and clearly mark them as the Seller's property.

8.4 The Buyer may resell the Goods before ownership passes but must hold the proceeds in trust for the Seller.

8.5 If payment is not made, the Seller may demand the return of the Goods and enter the Buyer's premises to retrieve them.

8.6 The Buyer must not use the Goods as security for any debts. If they do, all outstanding amounts become immediately due.

8.7 The Seller retains the right to recover the Price even if ownership has not yet transferred.

9. BUYER INSOLVENCY

9.1 If the Buyer becomes insolvent, fails to pay, or enters into bankruptcy or administration, all outstanding payments become immediately due.

9.2 In such cases, the Seller may also enforce its rights under Section 8, including reclaiming Goods.

10. WARRANTY

10.1 If the Goods are found to be defective, the Seller will replace them free of charge within the manufacturer's warranty period, provided:

- 10.1.1 The Buyer notifies the Seller promptly upon discovering the defect;
- 10.1.2 The defect is due to faulty design, materials, or workmanship.

10.2 The Buyer must return defective Goods at their own cost if requested.

10.3 If the Goods were manufactured by a third party, the Seller will pass on any applicable warranty but accepts no further liability.

10.4 The Seller may choose to refund the Price instead of replacing the Goods.

10.5 These remedies are subject to the limitations in Sections 11 and 12.

11. LIABILITY

11.1 The Seller is not liable for any statements made before the contract regarding:

- 11.1.1 Product descriptions or samples;
- 11.1.2 Product quality;
- 11.1.3 Suitability for any purpose.

11.2 The Seller is not liable for any express terms relating to the above.

11.3 Unless the Buyer is a consumer, all implied warranties are excluded to the fullest extent permitted by law.

11.4 The Seller is not responsible for any indirect or financial losses.

12. LIMITATION OF LIABILITY

12.1 If any part of Section 11 is found unenforceable, the Seller's liability is limited to the Price of the Goods.

12.2 Nothing in these Conditions limits the Seller's liability for death or personal injury caused by negligence.

13. INTELLECTUAL PROPERTY

13.1 If the Goods include software or documentation owned by a third party, their use is governed by the relevant license terms.

13.2 The Buyer agrees to indemnify the Seller against any claims arising from the Seller following the Buyer's design or specification.

13.3 If the Goods infringe on intellectual property rights, the Seller may:

- Obtain permission for continued use;
- Replace or modify the Goods;
- Reclaim the Goods and refund the Price.

13.4 Any intellectual property created during the contract becomes the Seller's property.

13.5 Orders are processed under ISO 9002 quality standards, but not all Goods may come from certified sources unless marked with an asterisk (*).

14. FORCE MAJEURE

The Seller is not liable for delays or failures caused by events beyond its control, such as natural disasters, strikes, or supply shortages. If delays persist, the Seller may cancel the contract without liability.

15. RELATIONSHIP OF THE PARTIES

Nothing in these Conditions creates a partnership or agency relationship between the Buyer and Seller.

16. ASSIGNMENT AND SUBCONTRACTING

The Buyer may not assign or subcontract any part of the contract without the Seller's written consent.

17. WAIVER

Failure to enforce any part of these Conditions does not waive the right to enforce them later.

18. SEVERABILITY

If any part of these Conditions is found to be invalid or unenforceable, the remaining provisions will remain in effect.

19. NO SET-OFF

The Buyer may not withhold payment due to any counterclaim or dispute.

20. ENTIRE AGREEMENT

These Conditions, along with any referenced documents, represent the full agreement between the parties.

21. GOVERNING LAW AND JURISDICTION

This agreement is governed by English law, and any disputes will be resolved in the English courts.