

PRECISION AUTOGLASS

Experience you can trust!

Terms of trade

1. Definitions

In these terms:

- Seller means Precision Autoglass Limited.
- Buyer means the person, or entity buying the goods from the Seller.
- Products and/or services mean the autoglazing products and/or services being purchased by the Buyer from the Seller.

2.Quotation

The Buyer may request a quotation from the Seller. The quotation will state the price and description of the products and/or services to be supplied. A quotation will be valid for 30 days from the date of the quotation.

3.Order

Placement of an order by the Buyer constitutes a binding contract between the Seller and the Buyer, and also constitutes acceptance of these terms by the Buyer.

4.Terms

These terms shall apply to all orders and supplies of products and/or services after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer.

The Seller may amend these terms from time to time by written notice to the Buyer and the amended terms will apply to all orders and supplies of products and/or services after such notice is given. No other changes may be made to these Terms without the Seller's prior written consent. The Seller's failure to enforce or delay any part of these terms will not be deemed a waiver of these terms unless agreed in writing by the Seller.

5.Place

The goods and/or services will be supplied at the Buyer's premises, or as otherwise agreed between the Seller and the Buyer.

6.Price

The price of the products and/or services shall be as stated on invoices provided by the Seller to the Buyer in respect of products and/ or services supplied.

7.Payment, Late Payment, Default of Payment and Consequences of Default of Payment

The method of payment of invoices will be, without set off or deduction, by cash, or by bank cheque, or by direct credit, or by customers insurer or by any other method as agreed to between the Buyer and the Seller.

If the Buyer is a company, the Seller may require the directors of the company to personally guarantee payment by the Buyer.

Payment for approved customers shall be due on or before the twentieth day of the month following the date of the Seller's invoice to the Buyer, which shall be issued promptly on or after delivery of the goods.

Late payment shall incur interest at the rate of 10% per annum calculated on a daily basis. This shall be payable on any monies outstanding from the date payment was due until the date payment is received by the Seller, but without prejudice to the Seller's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date. The Buyer will be liable for all costs and expenses incurred by the Seller in respect to enforcement/attempted enforcement of these terms, including legal/debt collection agency costs in pursuing any monies outstanding.

Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of goods and services to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.

In the event that:

- i. any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
- ii. the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- iii. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer;

then without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.

If the Buyer is claiming through their insurer, should the seller be advised that the buyers policy information is not valid or there is an excess applicable, the buyer will make contact and issue an invoice which requires immediate payment. The seller is entitled to withhold the vehicle until the buyer has paid for the services provided.

8.Force Majeure

The Buyer shall not be or be deemed to be in default or breach of these terms if the default or breach is as a result of any cause beyond its reasonable control.

9.Dispute resolution

The Seller will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. However, any such attempt is without prejudice to any remedies the Seller may have.

10.Reservation of title

Ownership and title of the products remain with the Seller until the price and all other monies owing by the Buyer have been paid in full.

11.Warranty

The Seller warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Seller within seven (7) days from the date the goods were delivered, and the Buyer gives the Seller a reasonable opportunity to investigate the claim. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Seller, or if the defective goods have been modified or incorrectly stored, maintained or used.

12.Liability

The Seller shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Seller's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Seller, its servants, agents or contractors, nor shall the Seller be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Seller against any claim by any such person.