



TERMS AND CONDITIONS OF SALE – July 2023

1. Interpretation

In these conditions:-

- 1.1. **"the Buyer"** means the person who agrees to purchase the Products from Paneless Glass Ltd subject to these Conditions;
- 1.2. **"the Carrier"** means the person(s) who transport(s) the Products from a destination chosen by Paneless Glass Ltd to the Delivery Address or for any part of such journey (which person or one of which persons may be Paneless Glass Ltd);
- 1.3. **"these Conditions"** means the terms and conditions of sale set out in this document;
- 1.4. **"the Contract"** means the agreement between Paneless Glass Ltd and the Buyer for the sale and purchase of the Products which incorporates these Conditions, the Quotation and the Specification;
- 1.5. **"the Collection Address"** means the address for collection of the Products which, unless otherwise agreed between the Buyer and Paneless Glass Ltd in Writing, shall be one of the nominated collection addresses as described in the Quotation;
- 1.6. **"the Collection Note"** means the Paneless Glass Ltd documentation which accompanies the Products on collection and/or any bills of lading or other documents required to be signed by or on behalf of the Buyer in order to obtain possession of the Products;
- 1.7. **"the Collection Notification"** means the electronic or verbal notification from Paneless Glass Ltd that the Product(s) are ready to be collected.
- 1.8. **"the Delivery Address"** means the address for delivery of the Products which, unless otherwise agreed between the Buyer and Paneless Glass Ltd in Writing, shall be the Buyer's principal place of business or residence in the UK;
- 1.9. **"the Delivery Note"** means Paneless Glass Ltd's or the Carrier's delivery note which accompanies the Products on delivery and/or any bills of lading or other documents required to be signed by or on behalf of the Buyer in order to obtain possession of the Products;
- 1.10. **"the Quotation"** means Paneless Glass Ltd's Quotation for the supply of the Products;
- 1.11. **"the Estimated Lead Time"** means the date (or number of days) on which Paneless Glass Ltd estimates that the Products will be ready for collection or ready for delivery as specified in the Quotation;
- 1.12. **"the Estimated Delivery Date"** means the date on which Paneless Glass Ltd estimates that the Products will be delivered by the Carrier (which person or one of which persons may be Paneless Glass Ltd) as specified in the Quotation;
- 1.13. **"Paneless Glass Ltd"** means Paneless Glass Ltd Limited trading as Paneless Glass Ltd whose principal place of business is at Den Farmhouse, Shalstone, Buckinghamshire, MK18 5DZ;
- 1.14. **"the Paneless Glass Ltd Warranty"** means any separate warranty provided by Paneless Glass Ltd in respect of the Products;
- 1.15. **"the Products"** means the goods which Paneless Glass Ltd is to supply to the Buyer in accordance with these Conditions and which may be listed in the Quotation and any goods which may be supplied as replacements for them pursuant to the Contract or the Paneless Glass Ltd Warranty (including in each case any instalment or part of them);
- 1.16. **"the Specification"** means the specification for the Products prepared or agreed in Writing by Paneless Glass Ltd for the purposes of the Contract including any variation of such specification which has been agreed in Writing between the parties or made by Paneless Glass Ltd pursuant to sub-clause 3.3 below;
- 1.17. **"Invoices"** means the order confirmation, receipt or invoice as provided by Paneless Glass Ltd and the point of ordering by the Buyer;
- 1.18. **"UK Sale"** means a sale to which these Conditions relate for delivery within the United Kingdom.
- 1.19. **"the Warranty"** means the Warranty set out in subclause 8.1 below;
- 1.20. **"Writing"** means written document(s) and communication(s) including those transmitted by electronic communications; and
- 1.21. Clause headings are for ease of reference and do not form part of or affect the interpretation of the Contract.

2. Basis of sale

- 2.1. These Conditions apply to all contracts entered into by Paneless Glass Ltd for the sale of goods to persons outside the United States of America. By placing an offer or order with Paneless Glass Ltd, whether in respect of the Quotation or otherwise, the Buyer offers to deal with Paneless Glass Ltd on these Conditions to the exclusion of all other terms, conditions, warranties or representations (other than those made fraudulently) with the exception of any terms specified in the Quotation. The Quotation does not itself constitute an offer to supply the Products by Paneless Glass Ltd.
- 2.1. The Contract between the Buyer and Paneless Glass Ltd is binding when Paneless Glass Ltd accepts the Buyer's offer or order or payment. At this point it is no longer possible to change the Products in any way. Returns (unless covered by the Paneless Glass Ltd Warranty), refunds, credits or exchanges are not permitted unless agreed in Writing by Paneless Glass Ltd.
- 2.2. Orders for Products of non-standard shapes, dimensions and/or types are accepted subject to them being within Paneless Glass Ltd's manufacturing capability and Paneless Glass Ltd reserves the right later to cancel such orders without liability if they are not within such capability.
- 2.3. No variation to these Conditions or the Contract shall be binding unless agreed in Writing and signed by authorised representatives on behalf of each of the Buyer and Paneless Glass Ltd.
- 2.4. Paneless Glass Ltd's technical and other literature is published for general guidance only. Paneless Glass Ltd gives no warranties or representations as to its accuracy or completeness or as to compliance with it by the Products except to the extent that such literature is incorporated into and its accuracy, completeness or compliance is confirmed within the Specification.
- 2.5. Any typographical, clerical or other error or omission in the Specification, the Quotation or any price list, acceptance of offer, invoice or other document or information issued by Paneless Glass Ltd shall be subject to correction without any liability on the part of Paneless Glass Ltd.
- 2.6. Any advice or recommendation given by Paneless Glass Ltd or its employees, agents or sub-contractors to the Buyer or its employees, agents or sub-contractors as to the design, storage, application or use of the Products, any glazing system, any structure in which the Products are used or otherwise is acted upon entirely at the Buyer's own risk and Paneless Glass Ltd shall not be liable for any such advice or recommendation unless such advice or recommendation is expressly incorporated in the Contract in Writing in which case Paneless Glass Ltd's liability to the Buyer shall be as set out in clause 8 below in relation to its supply of the Products and it shall not separately (except pursuant to sub-clause 8.9 below) be liable in respect of such advice or recommendation.

3. Sale and purchase

- 3.1. The Buyer agrees to purchase the Products from Paneless Glass Ltd and Paneless Glass Ltd agrees to sell the Products to the Buyer. If the Products are to be manufactured or any process is to be applied to them by Paneless Glass Ltd or its suppliers, in accordance with any specifications submitted by the Buyer or if the Products are to be marked with any trade mark at the request of the Buyer, the Buyer shall indemnify Paneless Glass Ltd against all loss, damages, costs and expenses awarded against or incurred by Paneless Glass Ltd in connection with or paid or agreed to be paid by Paneless Glass Ltd in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights or misuse of any confidential information of any other person or any other liability whatsoever which results from Paneless Glass Ltd's use of the Buyer's specifications or the marking of the Products or from the sale or supply of such Products by Paneless Glass Ltd pursuant to the provisions of sub-clause 4.9 below.

4. Collection of Product

- 4.1. Paneless Glass Ltd shall use its reasonable efforts to ensure the Products are available for collection on or around the Estimated Lead Time, but the Lead Time of availability to the Carrier or the Buyer or at the Collection Address shall not be of the essence.
- 4.2. Paneless Glass Ltd shall be entitled to make the Products available for collection in instalments in which case each instalment shall be treated as an entirely separate contract and any default or breach by Paneless Glass Ltd in respect of any such instalment shall not entitle the Buyer to cancel any other instalment or terminate the Contract or treat the Contract as a whole as repudiated.
- 4.3. The only packaging provided with the Products are small rubber separators that allow the glass to be stacked. The Buyer must ensure they have the appropriate means for safe collection and transportation of the Products, as full liability passes to the Buyer upon collection and a signed Collection Note has been received by Paneless Glass Ltd.
- 4.4. Signature by or on behalf of the Buyer on the Collection Note without qualification shall be conclusive proof that the Products were not damaged on collection and that the correct amount of the Products were collected.
- 4.5. If the Collection Note is not signed by or on behalf of the Buyer or is signed with qualification of any form and if the Products are damaged on collection or an amount less than the correct amount of the Products is collected, then unless the Buyer notifies Paneless Glass Ltd within two days of collection no claim against Paneless Glass Ltd may be made in respect of damage to or short delivery of the Products.
- 4.6. If the Products have not been collected despite receipt by the Buyer of the invoice from Paneless Glass Ltd relating to them, then unless the Buyer notifies Paneless Glass Ltd within ten days after the date of such invoice no claim against Paneless Glass Ltd may be made in respect of nonavailability of those Products.
- 4.7. Without prejudice to the provisions of sub-clauses 4.4 and 4.5 above, the Buyer shall be deemed to accept the Products on collection notwithstanding any late availability.
- 4.8. Once Paneless Glass Ltd has made the Products available for collection and the Buyer has been notified that the Products are available, the Buyer's should arrange collection of the Products within ten days of the Collection Notification date. If the Buyer fails to give Paneless Glass Ltd adequate collection information after ten days from Collection Notification, then, without prejudice to any other right or remedy available to Paneless Glass Ltd, Paneless Glass Ltd may:-
 - 4.8.1. Issue its invoice in respect of the Products as if they had been collected on the Collection Notification Date; and/or
 - 4.8.2. Store the Products until actual collection is made and charge the Buyer for the costs (including insurance, handling and transport) of storage; and/or
 - 4.8.3. Sell or supply the Products (whether or not such Products were manufactured or marked by Paneless Glass Ltd pursuant to the provisions of sub-clause 3.2 above) to a third party in any country at the best price readily obtainable and reimburse or credit the Buyer with the proceeds after deducting all storage and selling expenses; and/or
 - 4.8.4. Suspend other collections of the Products.

5. Delivery of Product

- 5.1. Paneless Glass Ltd shall use its reasonable efforts to deliver the Products on or around the Estimated Delivery Date, but time of delivery to the Carrier or the Buyer or at the Delivery Address shall not be of the essence.
- 5.2. The Buyer must inform Paneless Glass Ltd prior to ordering any reason why a delivery could not be achieved using vehicles up to 12.5 tonnes to the Buyers specified delivery address. For example, roads with width or weight restrictions, road closures, parking and waiting restrictions, low emission or congestion zone restrictions. Failure to provide this information prior to order may i) permit Paneless Glass Ltd to invoice any reasonable additional transport costs associated with the failed delivery; ii) permit Paneless Glass Ltd to invoice for additional transport costs; iii) induce sub-clause 5.9;
- 5.3. Paneless Glass Ltd shall be entitled to deliver the Products in instalments in which case each instalment shall be treated as an entirely separate contract and any default or breach by Paneless Glass Ltd in respect of any such instalment shall not entitle the Buyer to cancel any other instalment or terminate the Contract or treat the Contract as a whole as repudiated.
- 5.4. If Paneless Glass Ltd at the Buyer's request makes delivery of the Products by instalments and any such instalment does not comprise a full vehicle or container load as applicable then, unless the Quotation expressly provides for delivery of part loads, Paneless Glass Ltd shall be entitled to charge the Buyer for the additional transport costs incurred.
- 5.5. Signature by or on behalf of the Buyer of the Delivery Note without qualification shall be conclusive proof that the Products were not damaged on delivery and that the correct amount of the Products was delivered.
- 5.6. If the Delivery Note is not signed by or on behalf of the Buyer or is signed with qualification of any form and if the Products are damaged on delivery or an amount less than the correct amount of the Products is delivered, then unless the Buyer notifies Paneless Glass Ltd and the Carrier who delivered the Products (otherwise than by a note on the Delivery Note) within two days of delivery no claim against Paneless Glass Ltd or the Carrier may be made in respect of damage to or short delivery of the Products.
- 5.7. If the Products have not been delivered despite receipt by the Buyer of the invoice from Paneless Glass Ltd relating to them, then unless the Buyer notifies Paneless Glass Ltd within seven days after the date of such invoice no claim against Paneless Glass Ltd may be made in respect of non-delivery of those Products.
- 5.8. Without prejudice to the provisions of sub-clauses 4.4 and 4.5 above, the Buyer shall be deemed to accept the Products on delivery notwithstanding any late delivery.
- 5.9. If the Buyer fails to give Paneless Glass Ltd adequate delivery instructions before the Estimated Delivery Date or Delivery Date or fails to take delivery of the Products, then, without prejudice to any other right or remedy available to Paneless Glass Ltd, Paneless Glass Ltd may:-
 - 5.9.1. Issue its invoice in respect of the Products as if they had been delivered on the Delivery Date; and/or
 - 5.9.2. Store the Products until actual delivery is made and charge the Buyer for the costs (including insurance, handling and transport) of storage; and/or
 - 5.9.3. Sell or supply the Products (whether or not such Products were manufactured or marked by Paneless Glass Ltd pursuant to the provisions of sub-clause 3.2 above) to a third party in any country at the best price readily obtainable and reimburse or credit the Buyer with the proceeds after deducting all storage and selling expenses; and/or
 - 5.9.4. Suspend other deliveries of the Products.

6. Transit

- 6.1. Paneless Glass Ltd reserves the right to choose the form of transport for the Products and the composition of each load unless expressly specified in the Quotation.
- 6.2. For the purposes of this clause 6, if the Products are delivered on a road vehicle they shall be considered to have been delivered as soon as they are ready to be unloaded at the Delivery Address which shall be considered to be the case when all ropes, chains, sheets, restraining bars and other means of fastening to or on the vehicle have been removed.
- 6.3. If delivered on a road vehicle, unloading of the Products from the delivery vehicle shall be the entire responsibility of the Buyer and on their arrival at the Delivery Address the Buyer shall provide unloading facilities and shall unload them promptly. Paneless Glass Ltd shall be entitled to recover from the Buyer all and any costs and expenses incurred by the Carrier as a result of the Buyer's failure to do so.
- 6.4. Pallets, frames, stillages and all other delivery equipment used in the delivery of the Products are the property of Paneless Glass Ltd. If they are not returned, carriage paid, to Paneless Glass Ltd within 6 weeks after delivery of the Products a charge of £1000 per stillage (steel and timber) shall be payable by the Buyer from such date until the date of return or earlier accrual of full replacement cost.

7. Prices and payment

- 7.1. An energy surcharge shall be payable where applicable. The circumstances in which an energy surcharge is payable and the amount thereof can be obtained from Seller on request.
- 7.2. Paneless Glass Ltd reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to Paneless Glass Ltd which is due to any factor beyond its control, any change in delivery dates or quantities of the Products or in the Specification which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give Paneless Glass Ltd adequate information or instructions.
- 7.3. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to Paneless Glass Ltd and exclusive of the cost of carriage of the Products by the Carrier to the Delivery Address.
- 7.4. Paneless Glass Ltd shall be entitled to invoice the Buyer for all amounts due under the Contract in respect of each instalment of the Products on or at any time after its delivery to the Carrier.
- 7.5. Where the Buyer has an account with Paneless Glass Ltd the Buyer shall make payment to Paneless Glass Ltd of all amounts due under the Contract in full and without any deduction or set-off on or before the last day of the month next following the month in which the invoice is issued by Paneless Glass Ltd.
- 7.6. Where the Buyer does not have an account with Paneless Glass Ltd, unless the parties agree alternative arrangements in Writing, the Buyer shall make payment to Paneless Glass Ltd in full at the point of order and without any deduction or set off (whether in relation to the Contract or otherwise) by confirmed payment on terms acceptable to Paneless Glass Ltd in its absolute discretion.
- 7.7. All payments made by the Buyer to Paneless Glass Ltd whether pursuant to the Contract or otherwise shall be applied to invoices issued by Paneless Glass Ltd and to Products or other goods listed in such invoices in the sequence determined in its discretion by Paneless Glass Ltd.
- 7.8. Time of payment shall be of the essence in respect of all payments due under the Contract.
- 7.9. If full payment of any amount payable to it under the Contract is not received by Paneless Glass Ltd by the due date then, without prejudice to its rights, Paneless Glass Ltd shall be entitled to:
 - 7.9.1. Sue for the entire amount due; and/or
 - 7.9.2. Charge interest (both before and after any judgment) at the rate of 2.5% over the base rate from time to time of Barclays on the outstanding balance; and/or
 - 7.9.3. Require the immediate return to Paneless Glass Ltd of all goods agreed to be sold by Paneless Glass Ltd to the Buyer in which the property has not passed to the Buyer in accordance with the provisions of clause 9 below and the Buyer hereby agrees to reimburse to Paneless Glass Ltd upon demand Paneless Glass Ltd's costs or expenses in recovering such goods; and/or
 - 7.9.4. Suspend further deliveries of the Products and any other goods which Paneless Glass Ltd has agreed to supply to the Buyer.

8. Warranty and liability

- 8.1. Paneless Glass Ltd warrants that the Products will in all material respects:
 - 8.1.1. correspond with the product specification (if any); and
 - 8.1.2. except to the extent that there is a conflict with the Specification (if any), conform to any applicable standards published by the British Standards Institution and/or the Glass and Glazing Federation in effect at the time of manufacture.
- 8.2. Selection of the correct type of glass in accordance with any applicable standards and any statutory requirements is the responsibility of the Buyer and the Buyer shall indemnify Paneless Glass Ltd against any loss or damage which Paneless Glass Ltd may suffer and against any claim which may be made against Paneless Glass Ltd as a result of selection of an inappropriate type of glass.
- 8.3. Paneless Glass Ltd shall have no liability under the Warranty in respect of any defects in the Products or noncompliance with the Warranty arising from:
 - 8.3.1. Any drawing, design, specifications or information supplied by the Buyer; or
 - 8.3.2. Fair wear and tear to the Products or damage to them not caused by Paneless Glass Ltd.
- 8.4. Paneless Glass Ltd shall have no liability under the Warranty or otherwise for any loss or damage if the Products have been modified or altered in any way whatsoever or resulting from the installation, use or maintenance of the Products otherwise than in accordance with good engineering practice and with guidelines issued by Paneless Glass Ltd in its technical literature (notwithstanding the provisions of subclause 2.4 above) and, except to the extent that there is a conflict, by the Glass and Glazing Federation current when the Products were installed (and as subsequently amended in the case of appropriate use and maintenance). The Buyer shall indemnify Paneless Glass Ltd against any such loss or damage and against any claim which may be made against Paneless Glass Ltd as a result of such loss or damage.
- 8.5. No claim may be made under the Warranty unless the claim is made in Writing and supported with photographic evidence:
 - 8.5.1. In respect of any matter discernible by visual inspection of the Products on delivery or collection (other than as referred to in subclause 4.5 and 5.5 above), within the period ending with the earlier of six (6) months after delivery to the Buyer and 30 days after the Buyer having become aware of such matter; or
 - 8.5.2. In respect of any matter not discernible by visual inspection of the Products on delivery or collection, within 30 days of the Buyer having become aware of such matter; and
 - 8.5.3. In any event;
 - 8.5.1.1 For integrated sealed units within sixty (60) months (unless stated otherwise within the Quotation) from the date of the Contract and 30 days after the Buyer having become aware of such matter; or
 - 8.5.1.2 For all other products within twelve (12) months from the date of the Contract and 30 days after the Buyer having become aware of such matter; orunless Paneless Glass Ltd's representative is afforded a reasonable opportunity to inspect the allegedly defective Product before any removal and/or replacement work is carried out (except for such work as shall be reasonably necessary to prevent the risk of personal injury or damage to property).
- 8.6. Notwithstanding any other provision in the Contract or the Paneless Glass Ltd Warranty, where the Buyer has a claim under the Warranty or the Paneless Glass Ltd Warranty, Paneless Glass Ltd shall have no liability in respect of any Products other than those Products or parts of them in respect of which the Buyer can actually demonstrate noncompliance with the Warranty or the Paneless Glass Ltd Warranty as appropriate which is physically manifest in such Products or parts.
- 8.7. In the event of any valid claim under the Warranty being made by the Buyer, Paneless Glass Ltd shall be entitled (but not obliged) in full satisfaction of such claim to provide replacements for those Products which fail to comply with the Warranty. If it does not do so, Paneless Glass Ltd's liability for breach of the Warranty in respect of any such Product shall not (subject to the provisions of sub-clause 8.11 below) exceed the price paid for that Product or, if no price was specified in the Contract, Paneless Glass Ltd's list price at the date of the Contract. Paneless Glass Ltd shall not in any event be liable under the Warranty or otherwise for the cost of removing Products and installing replacements except to the extent that such cost is expressly covered under the Paneless Glass Ltd Warranty. Any replacements supplied under the Warranty shall be the nearest available equivalent to the Products originally supplied which are reasonably obtainable and being sold by Paneless Glass Ltd at the time of replacement and the Warranty in respect of such replacements shall continue for the balance of the period applicable to the Products originally supplied. Any Products supplied by the Paneless Glass Ltd Warranty will be made available for collection only. Collection of the replacement Products and disposal of the failed Products will be at the Buyers expense unless specifically agreed in Writing with Paneless Glass Ltd.
- 8.8. Paneless Glass Ltd excludes all warranties, conditions, guarantees and representations (except those made fraudulently) as to quality or fitness for a particular purpose of or otherwise relating to the Products or relating to the Contract or the Paneless Glass Ltd Warranty whether express or implied, oral or in writing, except those expressly stated in the Contract or the Paneless Glass Ltd Warranty. Paneless Glass Ltd further excludes all tortious and other non-contractual liability arising from or related to the Contract, the Paneless Glass Ltd Warranty or the Products or their supply except as set out in subclauses 8.9 and 8.10 below.
- 8.9. Notwithstanding any other provisions of the Contract, Paneless Glass Ltd does not seek to exclude its liability for any death or personal injury to the extent that it results from negligence or any other liability which it cannot exclude or limit as a matter of law.
- 8.10. Except as expressly provided in the Contract or the Paneless Glass Ltd Warranty or pursuant to sub-clauses 8.9 and 8.10 above and clause 9 below, Paneless Glass Ltd shall not in any event be liable for any indirect, special or consequential losses or damages, howsoever arising, in connection with or arising out of the design, manufacture, supply, functioning or use of or otherwise relating to the Products or any advice, service or matter connected with the Products or in respect of any loss of anticipated profits or losses relating to or associated with wasted overhead or similar costs.

- 8.11. The Buyer shall not be entitled to make a claim under the Warranty or otherwise under the Contract in respect of any matter if the Buyer has already made a claim in respect of such matter under the Paneless Glass Ltd Warranty. The Buyer shall likewise not be entitled to make a claim under the Paneless Glass Ltd Warranty in respect of any matter if the Buyer has already made a claim in respect of such matter under the Warranty or otherwise under the Contract.
- 8.12. Except pursuant to sub-clause 8.9 above, no action, regardless of form, arising out of the transactions under the Contract may be brought by the Buyer more than twelve months after the cause of action has accrued.
- 8.13. Nickel Sulphide inclusions (NIS) are an unavoidable characteristic of fully tempered glass which cannot be avoided. EN14179 defines the statistical rates of failure due to NIS, prior to and post heat soak testing. The Buyer shall recognize that there remains a residual risk of failure post heat soak testing that Paneless Glass Ltd are not liable for, both indirectly or for any consequential losses or damages.
- 8.14. If it is not established to Paneless Glass Ltd's reasonable satisfaction both that any Products have failed to comply with the Warranty and that Paneless Glass Ltd is liable for such failure under the Warranty, the Buyer shall pay the cost of the inspection referred to in clause 8.5 above.

9. Risk and title

- 9.1. Risk of loss of or damage to the Products shall pass to the Buyer on collection or successful delivery or, if the Buyer fails to give adequate delivery instructions before the Estimated Delivery Date or refuses to accept delivery. The Buyer shall insure the Products from that time until ownership of and title to them passes to the Buyer.
- 9.2. Notwithstanding collection or delivery and the passing of risk in the Products to the Buyer, or any other provisions of the Contract, ownership of and title to the Products shall not pass to the Buyer and shall be retained by Paneless Glass Ltd until Paneless Glass Ltd has received in cash or cleared funds payment in full of the price of the Products and of the price of any other goods supplied to the Buyer by Paneless Glass Ltd at any time whether or not payment of the price has become due.
- 9.3. Until ownership of and title to all goods owned by Paneless Glass Ltd passes to the Buyer, the Buyer shall hold the goods in the Buyer's possession or control as Paneless Glass Ltd's fiduciary agent and bailee and shall keep them separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Paneless Glass Ltd's property. The Buyer shall be entitled to resell or use such goods in the ordinary course of its business but shall account to Paneless Glass Ltd for the entire proceeds of sale or otherwise of such goods whether tangible or intangible, including insurance proceeds, and shall keep all such amounts separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. The Buyer shall maintain records of the persons to whom it sells or disposes of such goods and of the payments made by such persons for such goods and will allow Paneless Glass Ltd to inspect those records and the goods themselves on request. Paneless Glass Ltd shall be entitled to trace the proceeds of sale or otherwise of such goods.
- 9.4. For the avoidance of doubt, the Products, all other goods supplied to the Buyer by Paneless Glass Ltd and all goods into which the Products or such other goods have been incorporated which are in the Buyer's possession shall be presumed to belong to Paneless Glass Ltd unless the Buyer can prove otherwise.
- 9.5. Until ownership of and title to any goods owned by Paneless Glass Ltd passes to the Buyer (and providing the goods are still in existence and have not been resold), Paneless Glass Ltd shall be entitled at any time to require the Buyer to deliver up such goods to Paneless Glass Ltd and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where such goods are stored and repossess them. The Buyer shall procure that any third party which holds such goods shall permit Paneless Glass Ltd to take possession of them and shall indemnify Paneless Glass Ltd against any liability which it may incur to such third party in connection with taking or attempting to take possession of them. Paneless Glass Ltd shall be entitled to use or dispose of such goods as it wishes. Unless Paneless Glass Ltd expressly elects otherwise any contract between it and the Buyer for the supply of the Products shall remain in existence notwithstanding any exercise by Paneless Glass Ltd of any of its rights under this clause 10.
- 9.6. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any goods which remain the property of Paneless Glass Ltd, but if the Buyer does so, all monies owing by the Buyer to Paneless Glass Ltd shall (without prejudice to any other right or remedy of Paneless Glass Ltd) forthwith become due and payable.

10. Termination

- 10.1. Paneless Glass Ltd shall be entitled to terminate the Contract forthwith by notice in Writing to the Buyer if:-
 10.1.1. The Buyer commits an irremediable breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same; or
 10.1.2. The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
 10.1.3. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 10.1.4. The Buyer ceases to carry on business; or
 10.1.5. Where the Buyer is resident in a jurisdiction other than England and Wales, an event similar to any of those specified in sub-clauses 10.1.2 and 10.1.3 occurs to or in relation to the Buyer; or
 10.1.6. Paneless Glass Ltd reasonably apprehends that any of the events specified in sub-clauses 10.1.2 to 10.1.5 inclusive is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 10.2. Termination of the Contract under this clause 10 shall not affect the accrued rights and obligations of the parties.
- 10.3. In the event of termination of the Contract by Paneless Glass Ltd then, without prejudice to any other right or remedy available to Paneless Glass Ltd, Paneless Glass Ltd shall be entitled to cancel or suspend any further collections or deliveries under it without any liability to the Buyer and, if the Products have already been collected or delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. General

- 11.1. The rights and remedies available to Paneless Glass Ltd under the Contract shall be without prejudice to any other rights and remedies, either at common law or under statute, which it may have against the Buyer.
- 11.2. The failure or delay of Paneless Glass Ltd to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect Paneless Glass Ltd's right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 11.3. The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.
- 11.4. Any notice or communication in Writing required or permitted to be served on or given to either party under the Contract shall be sent to the other party at its address which it has last notified to the sending party prior to the date of the notice and shall be deemed to have been served or given when actually received or, if sent by mail to such address and returned marked "gone away" or "not known" or to the like effect, on return of such mail.
- 11.5. The Contract is personal to the Buyer and the Buyer may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it. Paneless Glass Ltd may sub-contract the manufacture and/or supply of the Products.
- 11.6. Neither party shall be liable to the other if its performance of its obligations under the Contract (other than an obligation to pay money) is prevented or hindered due to any circumstances outside its control provided that both parties shall use their reasonable endeavours to remove or avoid the effects of such cause(s) of nonperformance and shall continue performance of its obligations under the Contract without delay whenever such cause(s) cease(s) to have effect.

11.7. No agent of Paneless Glass Ltd has any authority to accept any order or make any contract binding on Paneless Glass Ltd.

11.8. The Contract and the Paneless Glass Ltd Warranty contain all the terms agreed by the parties relating to the subject matter of the Contract and the Paneless Glass Ltd Warranty and supersede any prior agreements, understandings or arrangements between them, whether oral or in writing, express or implied, and no representation (unless made fraudulently), undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract or the Paneless Glass Ltd Warranty.

11.9. In the event of any conflict between the provisions of the Contract and of any other document referred to in it, the provisions of the Contract shall prevail.

11.10. The construction, validity and performance of the Contract is governed by the law of England and the parties accept the jurisdiction of the English Courts. The Buyer shall have the right to commence proceedings solely in the English Courts but Paneless Glass Ltd shall have the right to commence proceedings either in the English Courts or in the courts of the country in which the Products are delivered or of the country in which the Buyer is resident or which otherwise have jurisdiction in accordance with any international convention.