

EST · 1981

## YEARN

FOR QUALITY

The Collection













































































YG 137 White Rectangle

45 x 33" Overall Bevelled

























# Conditions of Sale

## 1. INTERPRETATION

#### 1.1 In these Conditions:

"Buyer" means the person whose order for the Goods is accepted by the Seller "Goods" means the goods (including any installment of goods or any part of them), which the seller is to supply in accordance with the conditions "Seller" means YEARN GLASS and CO, Unit G, 55 Wallis Road, London E9 5LH "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context others requires) including any special terms and conditions agreed in writing between the Buyer and the Seller in accordance with Condition 2.3 "Contract" means the contract for the sale and purchase of the Goods "Writing" includes telex, cable, facsimile transmission and comparable means of communication.

### 2. BASIS OF SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written or verbal order of the Buyer, which is accepted by the Seller subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Buyer.
- 2.2 Quotations issued to the Buyer by the Seller may be withdrawn or varied at any time and unless otherwise specified shall be automatically withdrawn after 30 days. No binding contract shall in any event arise until the Buyers written or verbal order has been accepted by the Seller.
- 2.3 No variation of these Conditions shall be binding unless agreed in writing by an authorised representative of the Seller and the Buyer.
- 2.4 The Sellers employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing.
- 2.5 Any advice or recommendations given by the Seller or its employees or agent to the Buyers or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by (he Seller is followed or acted upon entirely at the Buyers own risk, and accordingly the Seller shall not be liable for any such advise or recommendation which is not so confirmed.
- 2.6 Any samples, illustrations or descriptive material including but not limited to particulars of shade and pattern and other information contained in the Sellers brochure, advertising material or elsewhere shall not form part of the Contract and shall be treated as approximate and for guidance only unless specifically stated otherwise. The Seller from that advertised without notice to the Buyer provided that any such variations do not constitute material alterations to the Goods.

#### 3. ORDERS AND SPECIFICATIONS

- 3.1 The Buyer shall be responsible to (he Seller for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.2 The quantity, quality and description of any specification of the Goods shall be those set out in the Buyers order (if accepted by the Seller).
- 3.3 No order, which has been accepted by the Seller, may be cancelled by the Buyer except with the agreement in writing to the Seller.

#### 4. PRICE OF THE GOODS

- **4.1** The price of the Goods shall be the price quoted by the Seller at the date of acceptance of the order.
- 4.2 In addition to the rights of the Seller under Condition 4.1 the Seller reserves the right by giving notice to Ac Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to factors beyond the control of the Seller, such as, without limitation, any significant increase to costs in labour, materials or other costs of manufacturing, any change in delivery dates, quantities or specifications for Goods which is requested by the Buyer, or any delay caused by instructions of the Buyer or failure of Buyer give the Seller accurate information or instructions.
- **4.3** The price is excluding of any applicable value added tax and is in GBP Sterling.

#### **5. PAYMENT TERMS**

- 5.1 Terms are for 30 days from date of invoice. Until payment is received in full the Goods title shall remain with the seller. (YEARN GLASS)
- Due to photography, colours will sometimes be slightly different to those as they appear in the brochure.
- All sizes are approximate.
- The liabilities of Yearn Glass end at the point when the goods have been accepted by our trade customers only.
- All orders given to YEARN GLASS or any of their agents verbally or in writing, is considered a firm order.
- YEARN GLASS has the right to charge interest on all overdue accounts.
- Delivery time is 3-4 weeks; the date quoted shall be extended by a reasonable period if there is any delay caused by industrial dispute or by any cause beyond the reasonable control of the Seller
- Any shortages or damages MUST be notified in writing within 3 days and delivery note must be signed accordingly.
- All new accounts strictly pro-forma until such time Yearn Glass authorise in writing credit facilities.

