



## **TERMS AND CONDITIONS**

The client's attention is particularly drawn to Section 7 Risk, and the need to inform your customer of the risk of Nickel Sulphide and other contaminants in glass and how to minimise these.

It is also particularly drawn to section 11. Visual Quality of Glass, and the need to understand the acceptable quality of commercial glass (as it is never flawless) and how to carry out a visual inspection if required.

It should be noted that all glass supplied within, and meeting, these visual quality parameters (as contained in the Glass & Glazing Federation guidelines) will be deemed as acceptable.

### **1. Definition of terms**

The company = Fusion Partitions Ltd

The contractor = You, the account holder.

Company signatory = means a manager employed by the company

Terms = terms and special terms agreed in written between a company signatory and you

RAMS = Risk and Method Statements

### **2. Contract**

Estimates do not constitute an offer. The Company may withdraw or amend them at any time prior to order acceptance.

It is conditional on acceptance of the estimate that all glass/materials quoted therein be supplied by the company. *No materials will be provided on a supply only basis other than on written instruction by a company director*

The Company is not liable for misinterpretation, (including any verbal or written statement) in any estimate by the Company. The company brochures are for guidance only, it is the contractor's responsibility to ensure the company's product is suitable and fit for purpose.

Company estimates (written or verbal) are prepared on the basis of information provided by the contractor and should be checked for accuracy and suitability before placing the order.

The company reserves the right to make changes to the product specification to conform to statutory requirements without notice.

Cancellation of order can only be granted with written agreement by a company signatory. Materials delivered to site or placed on order being manufactured may still be charged at the agreed rate. Restocking/handling charges may still be applicable. The company is not liable for any losses thereby incurred.

The company reserves the right to enforce terms and conditions in accordance with the provisions of the contract (rights of the third Parties) act 1999.

### **3. Price**

The company reserves the right to apply additional charges should the works not conform to the continual build or quantity assumption made at the estimating stage.

There may be a delivery charge applied for each order

All Prices (verbal and written) are excluding VAT. Rates of Tax to be applied as dictated by HM Customs and Excise.

The estimate is open for acceptance for 14 days from the date of issue. Acceptance must be in writing, unless otherwise agreed by a Company signatory

Non-standard glass may be subject to extended delivery which will be highlighted at time of estimate.

All costs should be regarded as a budget until a full site survey has been undertaken, allowing an accurate estimate to be issued by the companies. If any variations to an order/or alteration are required after our site survey, a separate quotation will be produced and will require an official instruction. There may be a surcharge levied on all variations and additions.

### **4. Finishes and Lead-Times**

Standard, non-machined components are held in stock in Silver RAL 9006 and VEL White (RAL 9010) subject to availability.

Non-standard machined components (doorframes) and non-stock colors are on a 5-7 working day lead-time subject to availability

All Colors are manufactured to the industry tolerance standard

The Company cannot be held liable for mis-match due to color degradation

The Company cannot be held liable for stock availability and impact on the Contractors program.

### **5. Site Requirements**

The site access is suitable for the company's product and that there will be a suitable goods lift available to transport the glass to the upper floors. If there is not a suitable goods lift available, the estimate may be subject to additional surcharges. Surcharges may also be applicable in circumstances where the glass is manually hoisted and/or transported long distances to and from the goods lift and where the path is obstructed and has deviations.

All works will be carried out during normal working hours.  
Extra costs for out of hours working may be charged.

Installation of head, base and abutments to be level and plumb, to facilitate both measure and installation of the glazing and door sets. It is not the responsibility of the glass surveyor to check the standard and suitability of the metalwork installation. Failure to ensure this will delay the installation and cannot be deemed to be the responsibility of the company. Additional charges may be applied.

The glass installation cannot take place until the site is free of all wet/dusty trades and adjacent works completed. The Company cannot be held liable for subsequent delays in completion, charges may therefore be applied for storage of materials, labor and delivery charges

Lighting to end user levels (not site conditions). Where customer requires further cleaning because of unsuitable site conditions there may be a surcharge levied

The site must be clean and dust free prior to the application of any silicon and manifestation (i.e. Filming only)

The contractor is responsible for fitting timber doors, Fusion 86 doorframes and associated ironmongery. Frames within Fusion glazing partitions are to be fitted by the Fusion glass fitting experts. Provision must be made for timber doors to be installed thereafter.

The contractor is responsible for the cutting in of floor spring boxes into the finished floor surface regardless of surface finish whether a raised access floor or concrete floor with carpets, timber, ceramic, marble or other finishes. Drawings for setting out of floor springs to be issued by Fusion Partitions.

In the case of special floors finishes such as marble, porcelain etc, necessitating the use of specialist tools, it will be the responsibility of the contractor to install any floor mounted components.

Fusion glass experts will clean glass after installation. The contractor is responsible for protecting the installation until the overall fit-out contract is complete and should allow for a final clean after removal of such protection. It is an implied term that Fusion will work with reasonable care with regard to other trades materials and areas of work.

It is the company's standard policy to measure the installed framework (fitted by others) to establish glass sizes. If for any reason we are required to measure glass prior to installation of metalwork being completed, an instruction in writing prior to carrying out this survey will be required. We are unable to accept responsibility for the accuracy or fit of glass in such cases. This will only be undertaken on the understanding that resupply and incurred costs will be fully chargeable to the contractor.

In order to establish defects or imperfections, toughened and laminated glass should be viewed not less than a distance of 3 metres in natural daylight and not in direct sunlight.

A certificate will be created that will require the contractor or his agent to sign off the installation works giving practical completion.

In the event of site conditions or program of works changing from the acceptance of order, the Company retains the right to make additional charges where applicable

## **6. Delivery**

A delivery charge will be made subject to rates prevailing. The Company reserves the right for re-deliveries where applicable.

Congestion charges and Toll charges may be passed to the contractor where applicable.

The contractor is to provide a site contact with contact number to accept the delivery. They will be required to sign the dispatch note on acceptance of the goods. Goods received must be checked against the delivery note details to ensure conformity and suitability

Shortages and damages must be reported within 3 working days.

Liability for safe storage is the contractors responsibility. All goods fixed or unfixed must be fully insured by the contractor to cover the complete costs and risks.

Delivery times/dates (installation where applicable) are provided in good faith and does not constitute a pre-condition and principle of supply. The Company cannot be held liable for any loss or incidental costs thereby incurred by the contractor.

Provisions are to be made by the Contractor for a safe area for offloading and storage of all materials delivered to site

## **7. Risk**

Upon delivery and installation all risk is passed to the contractor who's responsibility it is to ensure that all goods are fully insured against theft, damage and other normal insurance risks to the full replacement cost.

Toughened glass can catastrophically fail due to Nickel Sulphide inclusions and other contaminants. Heat soaking as part of the production process exposes this type of imperfection, however, doesn't eradicate the issue fully. We recommend that your customer is made aware of this. Fusion Partitions take no responsibility for any costs incurred by our customer or others if spontaneous breakage occurs.

## **8. Completion and remedial works**

Any non-standard applications will be subject to Fusion Assessment. The suitability, lead-time, cost etc. will be addressed on an individual project basis

Generic RAMS are available on request. If required these will be prepared once the track installation is complete and prior to glass delivery and installation. Site specific RAMS can be provided, but the Company will require up to 5 days' notice to prepare and submit (additional charges may be applied)

Non-standard glass may be subject to extended delivery which will be highlighted at time of estimate.

All snagging will be started within 7 working days of written notification of such requirements by the contractor. The company will require notification of any such remedial works within 5 days of the completed installation,

Once the defects liability period has been achieved all snagging etc. will be deemed to be an addition and therefore subject to a surcharge.

The Company Guarantees its products and services for a period of 12 months after practical completion

## **9. Payment**

All payments against invoices are subject to terms and conditions as agreed with the Contractor.

Where a credit account facility is available payment is due without reduction or retention subject to agreed terms and condition of sale.

Credit rating will be reviewed on a regular basis and may be changed at the Companies discretion

In the event that the contractor fails to pay the outstanding invoice balance by the due date payable or exceeds the agreed credit limit (without written notification from a Company signatory) this will be deemed as a breach of contract.

A discretionary period of 2 working days will be given to correct matters and/or make arrangements for outstanding balances due.

The Company reserves the right (without prejudice) to pursue the following:

1. Require full payment in advance of any further supply of goods
2. Charge interest of 8% above the Bank of England base rate applicable on any outstanding balances due
3. Suspend or cancel any future deliveries without liability
4. Suspend or cancel any future installations without liability
5. Where applicable charge cancellation fees and restitution as the Company deems fit.
6. Insist upon an assignment of all rights, interests and causes of action the Contractor may have against the contractor's customer or end user, pursuant to the contracts (rights of Third parties) Act 1999
7. Ownership of goods do not pass to the customer until payment has been made in full.

## **10. Force Majeure**

The Company is not to be held financially liable for acts of God, Riot, Civil Disobedience, War, Terrorist Attacks or any material failure deemed to be out of the Companies control

## **11. Visual Quality of Glass**

Toughened or Laminated glass shall be viewed at right angles to the glass surface, standing at a distance no less than 3 Metres away.

The assessment of Visual quality of the panes of glass should be carried out in natural daylight but not in direct sunlight. The use of strong lamps and/or magnifying devices is not allowed.

It is not permissible to find defects at close range and then mark them so as to be visible from the given viewing distance.

Obtrusiveness of faults shall be judged by looking through the glass, not at it.

It should be noted that all glass supplied that meets these visual quality parameters, will be deemed as acceptable

Fusion Partitions will therefore charge in full for any instruction to remove or replace such conforming glass

## **12. Double Glazed into Timber Frames**

It should be noted that when installing double glazed partitions into timber/mdf doorframes or timber/mdf framework, for reasons unknown the internal cavity faces of the glass can sometimes be subject to a "misting" effect.

We do not know what causes this but believe it may be due to the timber being a natural product or a reaction between the timber/mdf and silicone.

We therefore strongly recommend that you make your client aware of this and advise the use of aluminium frames.

ANY "misting" which may occur will therefore be the responsibility of others and Fusion Partitions will not accept any costs associated with it.

## **13. Acoustic testing**

All laboratory acoustic test performance for Fusion Partitions' systems are a result of tests carried out at the British Gypsum Building Test Centre at East Leake. On site performance will differ depending on surroundings.