

# TERMS & CONDITIONS

---

## Payments & Pricing

1. All prices exclude VAT and other taxes.
2. We do not accept retention to be deducted during the construction process.
3. Our quotations are valid for 30 days from the date listed on the quotation. We reserve the right to change our prices following the expiry date of our quotation (materials prices/ exchange rates can change).
4. Our price does not allow for a performance or collateral warranty unless this is stated within our quotation. We charge an additional 5% on top of our contract sum to enter into a collateral warranty. We reserve the right to reject entry into a collateral warranty if we are not informed about this prior to order placement/at order placement stage.
5. Our price is based on deliveries and works being carried out during normal working hours (8am to 5pm Monday to Friday and excluding Bank Holidays) in one continuous visit within the confines of a mutually agreeable programme. It also assumes that materials can be delivered in large full loads. Multiple visits and multi-phased working will be chargeable unless specifically agreed and stated in our quotation. Welfare facilities are to be provided to our operatives and we do not include for these within our quotations.
6. Payment terms are 20/50/30. Deposit payments are required to commence Design (non-refundable). Mid payments are required to commence Procurement/Manufacture. Final payments are required to secure installation bookings (7 days prior).
7. When we have allowed for aluminium pressings within our quotation (this will be identified within the description of the item or as a separate line item) we allow for decorative aluminium pressings powder coated to a classic RAL colour. Pressings are decorative only and are to be fixed to a suitable, waterproof substructure provided by others (we do not waterproof the pressings unless described within our quotation). Anodised finishes will warrant an additional cost unless the cost is included as a line item within our quotation or the item is described as anodised. Pressing configurations and sizes are not always clearly shown on architect's drawings so we reserve the right to revisit our prices for these items following our site survey if the type of pressing required is different from what is shown on initial drawings/ the full extent of the pressing and connection details are not shown on the drawings. We reserve the right to use mechanical fixings with aluminium pressings/ fascia's and gutters where we deem necessary.
8. We do not accept any cost set off. Due to the nature of the specialist components employed in our assemblies we cannot be held responsible for delays.
9. We will fix our price for 60 days from the date of the deposit payment. If we do not start production of the goods within 60 days of the deposit payment, we reserve the right to adjust our pricing to current market rates. Production of the goods starts following approval of construction issue drawings once the site survey is completed.
10. We have allowed within our preliminary costs for the clearing of our rubbish to a central point adjacent/ within proximity to our works, for clearing from site by others.
11. We have not allowed for production of fabrication and detail drawings unless stated, we have not allowed for taking on the design responsibility for this project unless stated within our quotation/ offer.
12. We have made no allowance within our quotation for protecting our works. Any protection required will incur an

additional cost unless agreed otherwise in writing.

13. We make no allowance for any builder's work (BWIC) and making good, this is deemed by others.

14. We have allowed for all our units to be fitted into prepared openings by others. Site survey is excluded from our offer unless this is stated within our quotation.

15. We do not accept apportionment of L.A.D.'s or claims of consequential loss unless previously agreed in writing.

16. If no contract program is issued at tender/contract commencement, then we reserve the right to review our contract sum in light of potential acceleration or extended working. When storage of materials is required for specific call off dates, or due to project delays, we reserve the right to charge for this unless clarified otherwise within our quotation.

17. We offer a 12-month guarantee on our workmanship (to cover the defects liability period) and offer a five-year warranty for most products. Please request the warranty period prior to order so that you are aware of this. All moving parts and electrical products have a 12-month product warranty. Warranty periods commence from completion of our works on site and any call outs outside of the warranty period will be billed as a chargeable fee. This warranty extends only to the purchaser and terminates upon ownership transfer. Fluid Glass Limited reserves the right to suspend all warranty coverage in the event of any dispute, including disputes over online reviews, ongoing or potential legal proceedings, or failure to make full payment for services rendered. The warranty will remain suspended until the dispute is resolved to the satisfaction of both parties or a legal determination is made. Fluid Glass Limited shall not be liable for any claims or damages during the suspension period. The warranty may be reinstated at the discretion of Fluid Glass Limited upon resolution of the dispute.

18. Structural glass assembly construction periods can be extended by adverse weather conditions which may cause structural sealants to take longer to cure. We have allowed for temporary propping of our own works when sealants via acro supporting props and not clear span supports.

19. In lieu of a specification we will always design and price to the relevant EU/ British Standards.

20. In relation to design we have allowed to prepare one set of drawings and make 2 revisions with the client's requested changes. If the scope of works is changed following our drawing preparation stage and the project needs to be re- designed, we will charge an hourly design rate of £49.00 (ph) to prepare new drawings/ amend the drawings accordingly. This applies to any drawing revisions outside of our standard 3 revisions (initial drawings, 1 x set of comments and 1 x survey updates).

21. We require all relevant CAD drawings and design information before we commence our design period. Any delay to providing this information will cause the program to be extended. Late design information provided may also cause revisions which are chargeable.

22. Distance selling regulations do not apply. We have a fully functioning showroom facility and clients are encouraged to visit the showroom to view our products and discuss the project with a sales representative/ the relevant estimator to ensure that our offer is fully in accordance with the requirements and that our proposal suits that required by the client.

23. If items are omitted from our package following our drawing preparation, we reserve the right to charge for the loss of profit on this item, we have had instances in the past where we have prepared and submitted our designs for an item and it has been omitted from our order/ constructed by others using our design drawings. Item costs may increase if items are omitted from our quotation as the associated costs such as labour are generally spread equally across all items.

24. All warranties and guarantees become void/ not valid if payments to us are not made in full (in the case of non-payment to our companies from our client).

25. All lead times provided are guide lead times based on recent production dates received. We cannot confirm exact

delivery dates until we have received drawing approval and placed our orders with our factory/ suppliers. We cannot be held responsible for any delays caused by ports/ customs/ strikes/ political circumstances / pandemics for materials arriving from the UK or overseas, and we cannot offer compensation / cost reductions due to issues relating to this matter.

26. We take no responsibility for nickel sulphide inclusions and or any other non-detectable inclusions within the body of the glass. These can occur naturally within the raw materials and are undetectable during the manufacturing process. Any failure of the glass due to a nickel sulphide inclusion is not covered by any warranty from the manufacturer, supplier or Fluid Glass Limited (or associated companies). All glass is manufactured in accordance with the relevant BS/ EN regulations and all tolerances therein (all toughened glass has a tolerance of +/- 2mm). Any visual defects in the glass are deemed acceptable if they are not noticeable from 3 metres away (toughened glass) at right angles to the glass and in normal daylight excluding the 50mm band around the glass edge. Any visual checks for scratches are to be completed prior to any finishing works being done on site, as this can cause scratches to the glass if they are not protected. All glass can be assessed in accordance with the GGF guidelines and if tests are not passed units will be replaced. Please request a copy of the GGF guidelines if you would like comprehensive information on this subject.

27. We will take responsibility of our units until they are installed. Once the units are installed, the responsibility of the unit is the clients. Note that we do not take responsibility for any damage caused by others when items are being stored on site.

28. The protective timber packaging that the our products are shipped in is property of the client to dispose of once installation is complete.

29. Please note that the lead time from approval of drawings on the minimal windows systems (FD20, FD21) is approximately 10 – 12 working weeks (unless stated otherwise as this can increase depending on the production workload and additions such as special colours, and marine grade finishes). Please note that the manufacturing facility has a 2-week summer shutdown and a 2-week Christmas shutdown period which is to be added to the lead times when appropriate.

30. Our day works rates are: Fitter: £49.00 ph. Driver: £29.00 ph. Draftsman: £49.00 ph. Any additional access equipment/ other items required will be charged at cost + 30% unless otherwise agreed.

31. We take no responsibility for securing the project over night when our works are ongoing. This is assumed to be the responsibility of the contractor on site. We can provide a cost/ make provisions for this upon request prior to our work starting on site.

32. Due to the bespoke/ specialist nature of our business, we regularly a) modify or alter systems so that they work with a given solution, in a specific way or in a way that we feel is superior or better suited to the project b) fabricate systems to sizes beyond the manufacturers recommendations c) fabricate or supply systems which have not been tested to the given size or configuration that we are supplying/ installing d) use installation or fabrication methods/ techniques which are not recommended by the system manufacturer so that they work in a way that is better suited to us or to the project e) use fixing methods which are different to that recommended by the manufacturer of the system. All items will be supplied with the specified warranty by Fluid Glass Limited or the relevant group company, and not by the manufacturer of the product/ system. We do not accept claims or liability where a report has been provided by the manufacturer or an independent body/ company due to standard systems/ products being supplied not being in accordance with the manufacturer's recommendations, being modified, or being outside of the manufacturers recommended/ tested sizes.

33. We store and process all Personally Identifiable Information in conjunction with current data protection legislation. Once an order is placed with us for works, we are contractually obliged to hold, and process data pertaining to the project and store this data for the full period of the warranty. It is within your rights to request data erasure excluding data we are required to hold for contractual or legal obligations. We hold this data in accordance with our data retention policies. If you have any questions regarding our data policies or would like to request an amendment to data held please contact [sales@fluid.glass](mailto:sales@fluid.glass).

34. Where we have provided a quotation for international project/ works; we have not included for import duties, custom duties and import taxes unless clarified within our quotation.
35. It is assumed that Fluid Glass Limited is not required to be, or appointed as the principal contractor or principle designer on the project. These duties are to be performed by others, and arranged by the client.
36. Unless stated in our quotation, all access equipment, be it fixed or mobile, is excluded and deemed to be supplied free issue by others.
37. We endeavour to allow for all necessary access equipment within our quotation however we reserve the right to charge additional costs should we discover that further access equipment is required following our site/ access survey. We make no allowance for craneage, unless agreed otherwise in writing or detailed within our quotation. All glass panels/ materials being installed horizontally which exceed a weight of 350kg will require a crane for installation.
38. Our price is based on dimensions being confirmed to us unless site survey is shown as included within our quotation. Where the site survey is included within our quotation, this will be a single visit unless clarified otherwise or agreed in writing. Abortive survey visits are chargeable (POA). We can supply a pre-survey checklist prior to our survey to clarify our requirements (please request this if it has not been issued to you).

#### **Fittings / Specifications**

39. In regard to material specifications we have either followed specification or made assumptions however we will require confirmation of the acceptance of these details or structural calculations provided before ordering materials (drawing approval).
40. We have priced for our own items and fixing to a suitable substrate. We are not responsible for the substrates of others or the suitability of existing structures to accept new loads/ loads applied by our works, the client is deemed to have carried out all and received approval for all of the necessary structural calculations to accept the loads and size of our products. Our drawings will be based on the information available to us at survey therefore pilot holes may be required and would be the responsibility of the main contractor. We have not allowed for associated site work unless stated I.E supporting steelwork, timber grounds or lead flashings.
41. We have allowed to clean our installations as they are built however, we have made no allowance for a final clean and if required this item would be chargeable unless agreed otherwise in writing.
42. We use our best endeavours to price all items correctly and to the correct dimensions, based on the information received. It is the responsibility of the client to check our detailed quotation to ensure that we are compliant/ our schedule is in accordance with the project requirements.
43. Where double glazing is utilised, we will use spacer bars coloured black/silver and a silicone edge seal to withstand degradation and increase life expectancy of the unit. We will assume that black spacer bars are required unless we are informed otherwise in writing/ via email.
44. All structural silicone will be black unless stated otherwise.
45. We have not included for any flashing works unless detailed within our quotation. All flashings are bespoke, so we cannot offer a standard flashing trim. If we are instructed to provide any flashing products, then the client will need to provide all the chasing work required in the structure to receive our materials, where applicable. We recommend lead flashings are installed by others.

We allow for RAL 9005 (black) for all structural glazing and roof light glazing (to match the butyl seals of the double-glazed units and the structural mastic) as this will provide an invisible frame appearance. Any RAL colour can be requested however will be at an additional cost. Any classic RAL colour is included for our Minimal Window system. Anodised finishes: This type of finish will warrant a cost uplift. Marine Grade Finishes: We have not included for this type of finish unless this is shown within the quotation. Stainless steel finishes: We have not included for this type of finish unless this is shown within the quotation.

46. The maximum allowable 'live load' deflection for the steel beam above door systems is 5mm. If the live load deflections exceed this, it can interfere with the door operation (Fluid Glass Limited take responsibility for this if the steel beam is by Fluid Glass Limited and we take no responsibility for this if the steel beam is by others). We make no allowance for supporting steelwork unless this is shown within our quotation. With panoramah! sliding systems, the maximum deflection cannot exceed 2mm. With MHB steel systems, the maximum deflection cannot exceed +/- 3 mm for fixed glazing and +/- 1 mm for opening elements.
47. Additional metal brackets or strapping that may be required for openings will be charged for unless specified within our quotation.
48. FG Heated Glass/ FG Privacy Glass: No allowance is made for mains power connection of these systems. Our heated glass technician will install of the necessary equipment and commission the system following connection to the mains power supply. All power cables will be left exposed for connection to the mains by others.
49. Automated Equipment: We will install all automated equipment. Connection to the mains power supply will be by others and Fluid Glass Limited does not offer this service.
50. Please note that different products/ items may use different glass compositions. Slight visual differences can sometimes be seen when different compositions or coatings are used.
51. Note that all sizes stated on our quotation are unit sizes/ back of frame or glass sizes. We reserve the right to re-cost the item if we discover that the item is larger than costed, following our site survey (we work on a +/- 100mm basis/ we will not charge additional monies unless the item is 100mm larger than that shown on our quotation). All roof light sizes stated on our quotation are actual glass sizes and not clear opening sizes.
52. Oversize units (insulated glass units that exceed 2400mm in both directions) are supplied with a reduced warranty of 12 months.
53. Roof lights/ floor lights may experience water ponding (water sitting onto the surface) during light rain/ when the water does not have sufficient momentum to exit the end of the glass span when these items are flat or laid at a very minimal fall.
54. We have made no allowance for shaped units and assumed that all openings will be true and square unless shaped panels are specified as included within our quotation (within individual item descriptions).
55. We offer aluminium pressings in a maximum of 3000mm lengths and glazing channels/ frames in 5000mm lengths. We aim to use the sections/ frame, in full, as efficiently as possible and butt joints/ joints will vary. If you have a specific requirement for modularity of these sections then please advise during the quotation/ tender phase so we may advise of additional costs due to higher wastage & additional cutting/profiling, if the requirement is possible.
56. Our tolerance guidelines for aluminium pressing/fascia installations allow a margin of +/- 1.5mm. This is to allow for manufacturing & fitting tolerances, as well as movement or expansion due to high temperatures.
57. Paint repairs: These should be inspected/ viewed from a distance of 3m. The repair is deemed as acceptable if imperfections cannot be seen from this distance. We will use our best endeavours to ensure that paint colours match as closely as possible however note that colour discrepancies are possible with repaired paintwork or when products are mixed/ powder coated at different manufacturers/ suppliers.
58. Iridescence is an integral side effect of the toughening process and is apparent in all toughened glass to some degree. All of the glass units supplied will be in accordance with the GGF quality of vision guidelines.
59. Please note that we include for our steel frame system (or related steel systems) as being assembled in the factory prior to being shipped to site, as these systems are welded at the corners and where the glazing bars meet the frames in some instances. Note that our costs will increase if a) the system needs to be made in a kit format with assembly to take place on site due to logistical reasons b) if the decorative glazing bar/ handle design changes after order placement/ during the design phase or c) if the decorative glazing bars are changed from adhered decorative bars to true dividing bars. Please request information as to what is included within our quotation prior to order

placement if you would like clarification on what is included or if anything is unclear. Please note that steel finishes can have a pitted/ non-smooth finish which is a product of using a system made using steel as opposed to using aluminium which has a smooth finish – Please inform us if a pitted/ non-smooth finish is not required, and we can look to include for specialist coatings to the products which can eradicate this characteristic of the product.

60. We will show window cills and trickle vents on all drawings for casement window systems and door systems where these options are available. Please request that these are removed if they are not required otherwise the system will be provided with these additions.

61. Opening roof lights: The standard colour for this product is RAL 7015 (Slate Grey) / 9005 (Jet Black) to the outside and RAL 9010 (white) to the inside. Non-standard finishes will be costed on application. Rain sensors are an added option to this product and come at the price of £485.00 per item which includes the necessary control equipment.

62. Fire egress windows: please notify us in writing if any of the windows being provided to your project are required to be fire egress windows so that we can ensure that the correct window hardware is used. We take no responsibility for incorrect hardware being fitted to fire egress windows if we are not notified that the window is to be used as a means of escape.

63. We reserve the right to edge mark glass in lieu of having exposed kite marks, to conceal kite marks where possible within our frames so that these are not visible or to put these in any reasonable location chosen by us. If you would like the kite mark positions in a specific place or to not be concealed, please confirm this to us during our design phase, before drawing approval is reached.

64. System testing; the testing of our systems is done at a specific size at a testing centre. We will use the testing certificates to cover the products supplied which may be inside or outside of the testing size range. Please request a copy of our test certificates if you would like to ensure that the goods supplied to your project are within the sizes which have been physically tested, or advise us of this so that we can provide guidance and suggest ways in order to achieve this during the order phase. Note that many of our products are manufactured and tested in Europe, therefore we will only provide the European test certificates for acceptance by the clients team in these instances.

65. Building regulations, document F: Please note that as a bespoke glazing provider, we will work to our clients' requirements regarding the specification of glazing products and if trickle vents are/ are not to be provided with our products. It is the client's responsibility to ensure that the windows comply with building regulation ventilation (Document F) requirements. Fluid Glass Limited take no responsibility for any products which do not comply with this building regulation, and we will assume that ventilation is being provided by other means when trickle vents are not requested or ordered. Trickle vents generally cannot be retro fitted to our products and replacement products will need to be ordered if trickle vent requirements arise following the point where the glazing fabrication has commenced. Please note that some of our products are not available with trickle vents (mainly structural glass or structurally bonded products).

Wind loads – During our design phase, we will always work to an assumed wind load of 0.65 kN/m<sup>2</sup> unless specified otherwise by our client. We highly recommend that our client has the project structural engineer confirm the wind loads/ wind forces relevant to the glazing systems, particularly for exposed/ coastal sites/ large glazing so that we can ensure that the glazing is designed to withstand these wind forces. Fluid Glass Limited will not be responsible for any product failures due to the wind loads exceeding 0.65 kN/m<sup>2</sup> unless the wind loads are specified to Fluid Glass limited during the design phase and designed by Fluid Glass accordingly. For the avoidance of doubt, the wind loads which the glazing is designed to withstand will be noted within the Fluid Glass drawings.

66. Other forces – During our design phase, we will design the glazing so that it withstands the force of gravity and make a nominal allowance for live loads. If our client would like the glazing to withstand a particular load/

force (i.e., the weight of a person for maintenance for a sky light/ glass roof) this must be specified to Fluid Glass via email during the design phase, and Fluid Glass must cost to conduct the relevant stress studies and for the relevant materials to withstand these loads. For Glass floors, we will always design to BS regulations unless specified otherwise by our client via email. Fluid Glass Limited will not be responsible for any product failures due to applied forces/ loads which were not specified to Fluid Glass and allowed for during the design phase.

### **Brexit**

67. In the event of a hard Brexit, any additional import duties that arise will be charged at cost and lead times for products may be extended. We reserve the right to change imported/ European products to UK manufactured products in the event that EU products are difficult to source.

### **COVID-19**

68. During any type of global, local pandemic or crisis; it is possible that lead times will increase and that transportation/deliveries are delayed. It is also possible that suppliers cease to trade due to being shutdown or financial issues caused by a pandemic. In these events, we reserve the right to propose alternative products which we are able to source from alternative suppliers. In the event of delays caused by a pandemic or crisis, we will manage this to the best of our abilities but we can not be held responsible for delays caused by this. We will not accept financial or compensation claims due to change of products or delays caused by a pandemic or crisis.