



Saint-Gobain Building Glass (United Kingdom) Limited

Terms and conditions for the supply of glazing specification services

1 Definitions

1.1 In these Conditions, the following definitions apply:

- 1.1.1 “Appointment”: the contract between Saint-Gobain and the Customer for the supply of the Services in accordance with these Conditions.
- 1.1.2 “Business Day”: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.1.3 “Conditions”: these terms and conditions as amended from time to time in accordance with clause 17.1.
- 1.1.4 “Confirmatory Email” the email from an authorised representative of Saint-Gobain to the Customer confirming that Saint-Gobain will perform the Services and that the Appointment has come into existence.
- 1.1.5 “Customer”: the customer identified in the Confirmatory Email.
- 1.1.6 “Documents”: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD and BIM materials, calculations, schedules, programmes, bills of quantities, budgets and any other materials created and/or developed by or on behalf of Saint-Gobain as part of or in relation to the Services and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them.
- 1.1.7 “Permitted Uses”: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, building information modelling and repair of the Project.
- 1.1.8 “Project”: the project identified in the Confirmatory Email.
- 1.1.9 “Request”: the Customer’s written request for the supply of the Services.

1.1.10 "Saint-Gobain": Saint-Gobain Glass (United Kingdom) Limited (Reg. No: 02442570) whose registered office is at Saint-Gobain House, East Leake, Loughborough, Leicestershire, United Kingdom, LE12 6JU.

1.1.11 "Services": the services identified in the Confirmatory Email.

2 Interpretation

2.1 In these Conditions, the following rules of interpretation apply:

2.1.1 Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions or the Appointment.

2.1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

2.1.8 A reference to writing or written includes email.

2.1.9 A reference to these Conditions or to any other agreement or document referred to in these Conditions is a reference to these Conditions or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Conditions) from time to time.

2.1.10 References to clauses are to the clauses of these Conditions.

2.1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3 Formation of contract

3.1 The Request constitutes an offer by the Customer to procure the Services from Saint-Gobain in accordance with these Conditions.

3.2 The Request shall not be deemed to have been accepted unless and until Saint-Gobain issues a Confirmatory Email at which point, and on which date, the Appointment shall come into existence ("**Commencement Date**").

3.3 These Conditions apply to the Appointment to the exclusion of any other terms that the Customer seeks to impose or incorporate whether by its Request or otherwise, or which are implied by trade, custom, practice or course of dealing. The Appointment forms the whole agreement in relation to its subject matter.

- 3.4 Subject to the provisions of clause 3.3, terms set out in the Confirmatory Email shall take precedence over these Conditions to the extent of any conflict or inconsistency.
- 3.5 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Appointment. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Appointment.

4 Services

- 4.1 Saint-Gobain shall, from the Commencement Date, perform the Services and in doing so, it shall exercise reasonable skill and care. For the avoidance of doubt, any fitness for purpose obligation is expressly excluded and notwithstanding any provision of the Appointment, in carrying out the Services, Saint-Gobain shall have no greater duty than to exercise reasonable skill and care.

5 Fee

- 5.1 Saint-Gobain has agreed to carry out the Services for a reduced fee of one pound (£1.00) (receipt of which is hereby acknowledged by Saint-Gobain) on the condition that all coated flat glass which is specified for the Project is purchased from Saint-Gobain ("**Glass Purchase Condition**"). For this purpose, the Glass Purchase Condition shall be deemed not to have been satisfied if all such coated flat glass has not been ordered and paid for in full, whether by the Customer or otherwise, within 12 months of the date of this Appointment.

6 Professional indemnity insurance

- 6.1 Saint-Gobain will maintain, for so long as the same continues to be available to Saint-Gobain at commercially reasonable premium rates and on commercially reasonable terms, from the Commencement Date until six (6) years after the date of completion of the Services or, if earlier, the date of termination of the Appointment, professional indemnity insurance of not less than one million pounds (£1,000,000.00) per occurrence and in the annual aggregate.

7 Copyright

- 7.1 Copyright in any Documents will remain vested in Saint-Gobain. Saint-Gobain grants to the Customer, a non-exclusive, non-terminable, royalty-free licence to copy and make use of any Documents for any purpose relating to the Project including any of the Permitted Uses.
- 7.2 The licence allows the Customer to use the Documents in connection with any extension of the Project, but not to reproduce the designs contained in the Documents in any such extension.
- 7.3 The licence granted in clause 7.1 above carries the right to grant sub-licences in the same terms (mutatis mutandis) to persons engaged for and/or on behalf of the Customer in connection with the Project.

8 The Customer's obligations

- 8.1 The Customer shall:
- 8.1.1 provide such drawings, designs, dimensions, calculations and other information as Saint-Gobain shall reasonably require to in order perform the Services;
 - 8.1.2 allow Saint-Gobain and any person authorised by Saint-Gobain to have access to the site of the Project at all reasonable times; and

- 8.1.3 prior to placing reliance on any of the Documents, procure that the lead design consultant for the Project confirms in writing its approval of the Documents.

9 Termination

- 9.1 In addition to any other rights and remedies that it may have, Saint-Gobain may at any time, by giving 7 days' written notice to the Customer, immediately terminate the whole or any part of Saint-Gobain's engagement under the Appointment.

10 Liability period

- 10.1 Saint-Gobain and the Customer agree that, notwithstanding any terms and effect of the Limitation Act 1980 to the contrary, no action or proceedings for any breach of the Appointment shall be commenced after the expiry of six (6) years from the date of completion of the Services or, if earlier, the date of termination of the Appointment.

11 Limitations and exclusions of liability

- 11.1 The extent of Saint-Gobain's liability under or in connection with the Appointment (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in clauses 11.2 to 11.8 (inclusive).

- 11.2 Saint-Gobain shall not be liable for any use of the Documents:

11.2.1 to the extent that they are used for or in connection with a project other than the Project; and

11.2.2 for any purpose other than that for which the same were originally prepared and/or provided.

- 11.3 The Customer is responsible for ensuring the accuracy and sufficiency of all drawings, designs, dimensions, calculations and other information provided to Saint-Gobain by or on behalf of the Customer and Saint-Gobain shall have no liability in respect or arising out of any errors, omissions, discrepancies or divergences in or between drawings, designs, dimensions, calculations and other information provided to Saint-Gobain by or on behalf of the Customer.

- 11.4 Saint-Gobain shall have no liability:

11.4.1 to the extent that the glazing system to which the Services relate ("**System**") is constructed using glass other than glass manufactured by Saint-Gobain or any subsidiary company or holding company of Saint-Gobain, or another subsidiary or holding company of such company, as 'subsidiary' and 'holding company' are defined in section 1159 Companies Act 2006 (as amended);

11.4.2 in respect or arising out of the incorrect, defective or negligent manufacture of the glass elements of the System ("**Glass Elements**");

11.4.3 in respect or arising out of the incorrect, defective or negligent installation of the System irrespective of whether:

11.4.3.1 the Customer engages an installing contractor recognised or recommended by Saint-Gobain; and/or

11.4.3.2 a Saint-Gobain representative attends the site of the Project prior to, during or following installation of the System;

- 11.4.4 for any consequential, indirect or special losses or damage;
- 11.4.5 for any direct or indirect loss of profit, loss of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill;
- 11.4.6 for the design and/or specification of products, materials or items that fall outside the scope of the Glass Elements including but not limited to the following:
 - 11.4.6.1 Spacer bars;
 - 11.4.6.2 Primary and secondary insulating glass unit sealants;
 - 11.4.6.3 Glazing toggle inserts;
 - 11.4.6.4 Inserts between glass panes, such as Georgian bars; and
 - 11.4.6.5 Decorative elements adhered to the external or internal glass surfaces, such as Astragal bars;
- 11.4.7 the interface between the Glass Elements and the other elements of the System and/or other elements of the sub-structure including but not limited to the following:
 - 11.4.7.1 Framing systems;
 - 11.4.7.2 Bolt fixings;
 - 11.4.7.3 Clamp fixings;
 - 11.4.7.4 Structural sealants;
 - 11.4.7.5 Glazing setting blocks; and
 - 11.4.7.6 Glazing packers.
- 11.5 Saint-Gobain will use reasonable endeavours to carry out and complete the Services within such reasonable timescales as may be requested by the Customer, however time shall not be of the essence in this regard and Saint-Gobain shall have no liability for delay in completion of the Services or any part of them.
- 11.6 Subject to clause 11.8, Saint-Gobain's liability under the Appointment shall be limited to one million pounds (£1,000,000.00) per occurrence and in the annual aggregate.
- 11.7 Except as expressly stated in these Conditions, and subject to clauses 11.8 and 18.1, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 11.8 Nothing in these Conditions shall exclude or restrict Saint-Gobain's liability for fraud, fraudulent misrepresentation or death or personal injury caused by Saint-Gobain's negligence.

12 Confidentiality

- 12.1 Each party undertakes that it shall not at any time during the period from the Commencement Date until completion of the Services and for a period of five years after completion of the Services or, if earlier, termination of the Appointment, disclose to any person any confidential information concerning the business, affairs, customers, clients or supplier of the other party or any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Appointment. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with clauses 12.1, 12.2 and 12.3; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Appointment.

13 Assignment, sub-contracting and novation

13.1 Saint-Gobain may assign, sub-contract, charge, novate or transfer any right or obligation under the Appointment without the consent of the Customer.

13.2 The Customer may not assign or transfer its obligations under the Appointment to any other person.

14 Notices

14.1 Any notice to be given by either party under the Appointment shall be sufficiently served if delivered by hand or sent by post to the registered office or if there is none the last known trading address of the party to be served.

14.2 Any notice delivered by hand shall be deemed to be served on the date of delivery and any notice sent by post shall be deemed to have been duly served on the second Business Day after posting.

15 Third party rights

15.1 Nothing in the Appointment is intended to or will grant any right to any third party to enforce any term of the Appointment, be it express or implied and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

16 Severance

16.1 If any provision of the Appointment is held by a competent authority to be invalid or unenforceable, the validity of the other provisions shall not be affected and they shall remain in full force and effect.

17 Variation

17.1 Except as set out in these Conditions, no variation of the Appointment, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by authorised representatives of the parties.

18 Extraneous rights of a consumer

18.1 To the extent that the Customer is a 'consumer' as defined in the Consumer Rights Act 2015, nothing in the Appointment shall affect the Customer's statutory rights.

19 Governing law and jurisdiction

19.1 The Appointment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be construed in accordance with the English law and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.