

TERMS & CONDITIONS OF SALES

1. Identity of the SELLER

Birmingham Glass Solutions Ltd, (also trading under the name Birmingham.mu) hereafter referred to as SELLER agrees to manufacture, process and sell, and the BUYER ("BUYER") agrees to buy the Products (as defined below) consistent with these Terms and Conditions which constitute a binding sales agreement between the SELLER and the BUYER (this "Agreement").

2. Application of this Agreement

- 2.1 BUYER agrees that this Agreement shall apply without reservation to (i) all quotations and offers to sell by SELLER and/or (ii) any acceptance by SELLER of any proposal to purchase or purchase order of BUYER (a "Purchase Order") for goods and services sold (the "Products").
- 2.2 Where these Terms and Conditions have been communicated (electronically, on a website or otherwise) to BUYER, BUYER accepts to be bound by this Agreement by (whichever comes first):
 - (a) communicating to SELLER its decision to purchase the Products;
 - (b) delivering a Purchase Order for the Products;
 - (c) accepting delivery of the Products; or
 - (d) making a deposit or part-payment for the products as set forth in the SELLER's price quote and/or subsequent invoice.
- 2.3 The Purchase Order shall include the precise description of the Product or Products and quantities ordered and the prices of those Products. BUYER agrees that any Purchase Order by or from BUYER is for BUYER's administrative purposes only and that SELLER disclaims any other terms and conditions related to that Purchase Order.
- 2.4 The Parties agree that any Purchase Order or decision to purchase shall be validly communicated by electronic means and BUYER agrees that the acceptance by SELLER of any Purchase Order or decision to purchase shall be validly communicated by electronic means.

3. Authorised Credit Buyer

- 3.1 A BUYER shall be considered as an Authorised Credit Buyer where it is expressly so mentioned in SELLER's Payment Terms and/or price quote and/or subsequent invoice.
- 3.2 Unless otherwise agreed, all credit granted to an Authorised Credit BUYER is strictly for a maximum period of 30 days as from date of invoice.
- 3.3 Credit limits and payment terms shall at all-time be at the sole discretion of the SELLER which may alter or withdraw such facility at any time.

4. Important Product Notes

4.1 GLASS SPLASHBACKS & WALL CLADDING

- a) Glass Type: Monolithic Annealed Glass (Non-Safety) glass is used and is not heat resistant glass. Therefore, gas hob should be installed in such a way that the flame cannot come into contact with or close proximity to the surface of the splashbacks.
- b) Colour: Tolerance of colour variation is 10%. If order is being processed in batches or at different interval, we cannot be held liable for colour variations between jobs at different ordering period.

4.2 WINDOW FILM & VINYL APPLICATION

- a) Film reflectance - Reflective series feature dual reflectance mostly on exterior and gives privacy from the outside during the daylight whereas Non-Reflective Series is a non-privacy neutral film.
- b) Thickness - LLumar 45 µ (microns) & Nexfil 38 µ (microns).
- c) Depending on location, window film & vinyl will take up to 60 days to fully cure.
- d) For all openings exceeding 1.5m, multiple films will have to be used. Where these films have been either overlapped, spliced or butt jointed, a line will inevitably be visible.
- e) Edge gaps between 1 mm to 4mm are always cut on the glass perimeter for water removal and to ensure proper adhesion without subsequent peeling and lifting.
- f) Any film which contains cut out will need to be fully dried before removal of transfer sheet. This can take 5-10 days depending on design complexity.
- g) While all care will be taken for a professional installation, the window film may still contain dusts, fingerprints, creases and other particles. The method used by the SELLER is as per LLumar Worldwide techniques and the SELLER cannot guarantee a perfect installation.

4.3 WINDOW FILM & VINYL REMOVAL

- a) LE Coated glass - If glass contain LE (low emissivity) coating, it may be swirled noticeably after film removal if the coating had been adhered to film and the risks of such occurrence shall pass to the client upon film removal and Birmingham Solutions Ltd accepts no liability should such damage occur.
- b) Strong Smell: Note that Window film removers contain chemical products and has also a "chemical smell"

4.4 CLEAR POLYCARBONATE BURGLAR BARS

- a) Polycarbonate clear burglar bars are installed as a deterrent barrier and not as the primary means of intrusion prevention.
- b) Existing burglar bars must be removed by the client although at an extra charge Clear Guard can assist with the removal.
- c) Blinds and Curtains must be removed by the customer prior to installation.

4.5 GLASS WRITING BOARD

- a) Colour film will be joined to all panes exceeding 1.2 M in width.
- b) Magnetic Boards are not designed to hold weighty paper. Magnetic performance suffers since the steel is so far behind the surface of the glass

4.5 FRAMELESS & SEMI FRAMELESS SHOWER

- a) Steam or water leakage may arise for frameless shower although the doors and enclosures are manufactured to fit given sizes. In some cases, leakage is unavoidable due to multiple circumstances
- b) Although Stainless Steel fittings are negligibly responsive to magnetic fields, they may also contain a number of other elements in varying concentrations such iron spring.
- c) Final measurement will be taken after masonry and tiles laying have been duly done.
- d) We recommend that all major jobs to be completed before installation of shower glass.
- e) Birmingham.mu will not be held responsible of any mishaps and/or unfortunate accident in case of:
 1. no adequate information provided by client about plumbing and/or electrical

installation running on location where the installation will be made.

2. bad tiles installation such as misalignment, improper mortar coverage, insufficient adhesive, excessive tiles lippage, which may affect the integrity of the installation.

4.6 GLASS BALUSTRADE, FAÇADE, ROOFS, FLOORING

- a) Glass used in Balustrade, façade, roofs and flooring are toughened or laminated safety glass.
- b) Engineering performance calculation for 1. Glass 2. Structural 3. Thermal stress 4. Comfort 5. Wind load & other load 6. Fire resistance are not included in any quotation unless specified.
- c) For balustrade, depending on various factors including thermal expansion to be avoided, alignment, wind pressure etc there will be gaps of approximately 10mm to 60mm in width in between panels. The gaps from top to bottom may contain unnoticeable variation which is frequently due to manipulation required for a proper alignment

5. Product Pricing

- 5.1.1 CHANGE IN PRICE IN QUOTATION/ESTIMATE - Prices for the Products and/or Service shall be described on SELLER's price quote and shall be effective for the period set forth on the price quote. All prices and quotations are based on current costs and may be changed without notice after expiration of the quotation or estimate of costs sent.
- 5.1.2 CHANGE IN PRICE AFTER DEPOSIT PAYMENT - Where a deposit has been made prior to the final site survey, the prices for the Products and/or Service as indicated on the SELLER's price quote may vary following the final site survey.
- 5.1.3 CHANGE IN PRICE AFTER INVOICING - Prices for the Products and/ or Service and/ or logistic mentioned in any invoice may vary after final survey. Variations may include (a) changes to quantities; (b) changes to quality or other characteristics; (c) changes to level positions (height) or dimensions; (d) any additional Product and/ or services and/or logistic required; or (e) changes to the sequence or timing of the works. This clause gives the SELLER the right to vary and all adjustment from Invoice shall be treated as a 'Variation'.
- 5.2 All prices shall be in Mauritian Rupees (Rs.) and shall be VAT (Value Added Tax) inclusive, unless otherwise stated.
- 5.3 All payments shall be made by (i) cash, or (ii) cheques drawn under the name BIRMINGHAM GLASS SOLUTIONS LTD, or (iii) Internet Banking (MCB - A/C 000443031878) (iv) Juice to the SELLER's number.
- 5.4 Except for Authorized Credit Buyers, BUYER shall pay SELLER 70% down payment upon confirmation of work and 20% before installation/delivery and all balance on invoices issued by the SELLER shall be paid on the date of completion/delivery.
- 5.5 In the event of late payment, SELLER reserves the right to charge interest on overdue accounts at the rate of 8% above Commercial base rate.
- 5.6 In case of amount due to SELLER to be recovered through an Attorney-at-Law, BUYER shall be responsible for the payment of all costs as well as the usual commission of 10% of the total amount involved payable to an Attorney-at-Law.
- 5.7 BUYER shall have no right of set-off or deduction for allegedly non-conforming, defective or damaged Products without the prior written approval of SELLER.
- 5.8 SELLER shall not return or refund any deposits or payments once received. Payments once received result in SELLER's reliance to expend labour services and materials allocated.
- 5.9 Unless expressly stipulated otherwise, paragraphs 5.1-5.8 shall apply to all BUYERS including Authorized Credit BUYERS.
- 6.0 The BUYER shall verify all information and specifications prior to making a deposit.

6. Delivery and Site Accessibility

- 6.1 Any time specified for delivery is given as an indication only and shall not constitute a contractual obligation. Failure to comply with such delivery time by SELLER shall not give rise to any right to claim any loss or damage nor will the SELLER BUYER be entitled to cancel or suspend their order for failure to meet any estimated date or cancellation or suspension of the provision of the Services.
- 6.2 Where the Products include installation and/or delivery, BUYER shall grant free access of work areas to SELLER or its agents/employees to deliver and/or perform survey and/or survey/templating/installation.
- 6.3 Failure from BUYER to take prompt delivery at the specified delivery time (of which SELLER has given BUYER reasonable notice) shall entitle SELLER to recover all costs and expenses incurred as a result thereof.
- 6.4 BUYER shall have, at the time of order, the responsibility to inform SELLER of any factors which may affect the proper delivery and/or survey/templating/installation of the Products. If the site is not accessible, it shall entitle SELLER to recover all costs and expenses incurred as a result thereof.
- 6.5 BUYER shall be fully and exclusively liable for any additional charges incurred by SELLER to effect the delivery and/or installation as a result of the site not being properly accessible and/or any unreported factors which may affect delivery and/or installation.
- 6.5.1 If the BUYER's project is facing any delay for more than 15 (fifteen) days of the scheduled date, the SELLER will bill the BUYER a storage fees of Rs 100 per panel daily for a maximum period of 30 (thirty) days.
- 6.5.2 In the event that the BUYER's project is facing further delay after the above mentioned period of 30 (thirty) days, the BUYER should arrange to collect the glass immediately and arrange for a safe and ventilated storage. In the event no action is taken from the BUYER's side, the SELLER will move the product to a paid storage facilities available and the invoice shall be billed to the BUYER who will have to pay this amount in full before installation of their product on site. The BUYER will take responsibility to cover all storage costs and will be held responsible for all risks and damages that may arise.
- 6.6 If BUYER does not present himself at the specified delivery place and time within a reasonable time (which at any rate shall not be more than one hour), SELLER may cancel the delivery and/or installation and shall be entitled to recover all costs and expenses incurred as a result thereof. The delivery and/or may be re-scheduled based on availability of SELLER's planning calendar.
- 6.7 Delivery and/or installation shall be carried out as described on SELLER's quotations and/or invoices. It is BUYER's responsibility to read, verify and request clarification, if needed, for all items, the descriptions and their quantities before approving a price quote. All additional service and/or product and/or logistic requests not mentioned in SELLER's quotations and/or invoices, shall be treated as a variation and will be invoiced as an 'Extra Item'.
- 6.8 Where the Products are to be collected by BUYER, the latter shall have 2 weeks to collect the Products; otherwise BUYER shall be held responsible for all risks and damages that may arise from such delay and SELLER may in their absolute discretion dispose of the products as it deems necessary.
- 6.9 The SELLER reserves the right to delay or suspend deliveries or installation if the BUYER fails to honour the payment terms as agreed.

7. Special Order

- 7.1 Special Order is an order for non-stock item/s specially ordered to the relevant supplier/s upon request and approval of the BUYER. The production and delivery of such item/s is totally independent of the SELLER's control as it totally relies on the factory availability of our supplier and/or space availability of shipping company.
- 7.2 Delay may happen due to bad weather, closure of the port, bunching of vessels and operational delay etc. The SELLER is therefore discharged of all responsibilities for any delay of consignment and late delivery.
- 7.3 If BUYER has elected to purchase Special Order products, BUYER understands and agrees that any Contracts for Special Order product may not be cancelled, withdrawn or otherwise modified by BUYER, and BUYER further understands and agrees that such Special Order products, may not be returned, refused or rejected for any reason whatsoever.

8. Risks

- 8.1 As from delivery of the Products, BUYER shall bear all risks including total or partial loss of the Products. Quality defects caused due to mishandling of product after delivery and/or installation shall not be entertained.
- 8.2 Notwithstanding delivery, the Products delivered shall remain the exclusive and unalienable property of SELLER until full and unconditional payment of the price and accessory costs as invoiced. Until final payment, SELLER maintains the right to recover the Products at BUYER's cost regardless of whoever may be holding them. From the time of delivery, BUYER shall see that the products remain easily identifiable up to the full and unconditional payment of the price and accessory costs as invoiced.
- 8.3 In case SELLER is found liable for any reason whatsoever, the company's liability shall be strictly limited to the value of goods sold.
- 8.4 While all care and precautions are taken, glass remains a fragile material and may break during shipment, transportation, or handling. In the event of breakage, the SELLER will reprocess the glass and will supply the product at a differed time. In the event of breakage, the SELLER will not be liable for any late delivery. See also clause 6.1.
- 8.5 The BUYER acknowledges and accepts that the SELLER's Products and Service consist of hazardous items. To prevent injuries, the BUYER will be responsible to restrict access to unauthorised persons to the work area outlined by the SELLER.
- 8.6 The BUYER must ensure that all children and animals are supervised during the installation process.
- 8.7 The BUYER accepts that the SELLER's employees will wear safety shoes as per Occupational Safety and Health Standards and they cannot be asked to remove these safety shoes which will be a serious violation to the law.

9. Cancellation or Return Policy

- 9.1 Once delivered, no Products shall be taken back by SELLER or exchanged.
- 9.2 Due to the nature of SELLER's Products, no order shall be cancellable. If required all ensuing costs, charges and expenses incurred up to the date of modification will be debited to BUYER, subject to the SELLER being entitled to recover such damage as it may suffer.
- 9.3 We reserves the right to refuse or cancel any order placed for a product, without liability, due to any of the below reasons:
- Technical issues
 - Non-availability of the product(s).
 - Payment problem identified by our Financial Department.
 - Breakage of product during shipment, transportation, or handling
- 9.4 Cancellation due to aforesaid reasons shall be regardless of whether the order has been confirmed and/or payment been received. After calculation of all ensuing costs, charges and expenses, payment shall be refunded, and you shall be informed about the same. It shall take 30 working days to refund the amount into your account.

10. Responsibility of BUYER: Product Care and Maintenance

- 10.1 It is the Responsibility of BUYER to avoid improper storage, handling or installation which may irreversibly disfigure or damage the Products after its delivery and/or installation.
- 10.2 The following are the responsibilities of the BUYER after delivery and/or installation:
- NEVER use acidic products on ,or near, glass, inox fittings, mirrors, seal, polycarbonate. Use of these products may cause oxidation, corrosion, rusting, or staining. Additionally, do not store any acidic product near the shower set.
 - For cleaning of all our product range we recommend ONLY the use of warm soapy water and the use of chemical agents is strongly discouraged as it may result in discoloration or deterioration of the Products.
 - Do not use harsh cleaning agents on any of our product range. This includes acids, bleach or the use of abrasive cleaning agents or hard cloths or scourers.
 - For Polycarbonate, do not use dry cloth to polish. Use mild soapy detergent to wash and rinse with warm water. Wipe with damp cloth.
 - For Frameless Shower door, the sweeps, seal and doorstops are covered for a period of 6 (six) months from the time of installation. Keep in mind that replacement of these materials is considered routine maintenance of the glass shower door and needs to be done periodically; therefore, they are considered the BUYER's responsibility after the initial warranty has expired. These materials are readily available for purchase from SELLER .
 - For glass stain by calcareous water, we recommend ONLY natural products from specialized company.
 - For glass or mirror Splashbacks, do not lean pots or pans on the glass surface or let a naked flame from gas cooktops touch the glass. Direct heat transfer may cause breakage/cracking.

11. Warranty Limitations

- 11.1 SELLER provides BUYER with a Limited Warranty. All terms, conditions and warranties, other than those expressly set out in this Agreement or in any specific written warranty issued by SELLER , are excluded.
- 11.2 BUYER understands and agrees that no warranty under this agreement shall be available to those Products sold but not paid in full. No claims shall be considered if invoice is not produced.
- 11.3 This Limited Warranty applies only to BUYER and may not be assigned or transferred by BUYER to anyone.
- 11.4 This Limited Warranty shall be the sole and exclusive remedy available to BUYER after successful delivery and/or installation.
- 11.5 This Limited Warranty shall not apply in case of:
- ANY glass or mirror damage or breakage after successful delivery/installation;

- discoloration or stains due to calcareous water caused to glass panels;
- any unauthorised alteration or modification made to the Product;
- no basic care and maintenance given to the Product;
- cleaning with wrong products;
- third party installation damages;
- placing toxic or hot items too close or for long extended period to the Products;
- after inspection, it is determined that the product have not been maintained in accordance with Product Care and Maintenance guidelines under paragraph 8; or
- damage caused by faulty design, careless handling, alteration and misuse.
- attempt to break-ins for Polycarbonate Product.
- Products which have been adjusted or modified or repaired otherwise than by the -SELLER
- Products which have been installed by persons other than the SELLER
- MIRROR
 - The product is subjected to stand in water or other liquid.
 - The product is damaged or altered by handling, storage, fabrication or installation after being successfully delivered by the SELLER to the BUYER
 - The coating or back paint surface is attacked by lubricants soaps, gasket sealants, silicones or cleaning chemical fluid, gluing, adhesives, paints, solvents or exposure to solvents and other chemicals.
- The product is installed outdoor, in swimming pool enclosures, bath enclosures, refrigeration product.

12. Warranty Remedies & Other Remedials

- 12.1 Before any remedial works to be carried out for any product sold by the SELLER, a representative from the BUYER's side and a representative from the SELLER's side, should carry a visual inspection using the criteria of Glass and Glazing Federation (GGF) Visual Quality Standard for Glass where the product should be viewed at a distance of not less than 3 (three) Meters back from the product.
- 12.2 In the event that remedial works need to be carried out, it shall be carried out a time suitable and convenient to SELLER's planning calendar.
- 12.3 In the event that the problem is not with SELLER's Products, but with some other issue, SELLER shall be entitled to recover all costs and expenses incurred as a result thereof.
- 12.4 SELLER shall repair or, at its option replace any defective Product covered by the Limited Warranty.
- 12.5 The Limited Warranty shall be on a ONE-OFF BASIS and shall not be renewed after any remedial works and/or replacement of any defective Product.

13. Product Range - Warranty Coverage

- Polycarbonate Burglar Bars - 10 years warranty against yellowing.
- Glass Writing Board - 10 years warranty for defects in material which may cause the Glass writing board to be unusable as a dry erase board.
- Glass Splashbacks - 2 years warranty against faulty fitting
- Architectural Sunblocking/UV Film - LLumar from USA, 7 to 10 Years warranty (depending on selected product) and Nexfil from SA, 3 years warranty. The guarantee mentioned is only against cracking, peeling, demetallizing, bubbling, delaminating. Sondery brand from China, No warranty.
- Automotive Sunblocking/UV Film - LLumar 5 Years warranty and Nexfil 1 year warranty. The guarantee mentioned is only against cracking, peeling, demetallizing, bubbling, delaminating. Sondery brand from China, No warranty.
- Decorative Frosted Film - 3 years warranty against cracking, peeling, demetallizing, bubbling, delaminating.
- Frameless Shower enclosure/door/panels - 2 years warranty on faulty hardware and 6 months on Sweeps/gasket seals.
- Mirror - 2 Years warranty Pilkington or Guardian Mirrors against major silvering defects. (See limitation on clause 11.5 (m). No warranty is covered for any mirror from China

14. Force Majeure

- 14.1 If the performance of this agreement is prevented by force majeure, SELLER shall be excused, provided that it shall use reasonable endeavours to overcome or remedy its inability to perform as promptly as possible.
- 14.2 Force majeure shall mean any event beyond the control of SELLER's reasonable control and includes, without any limitation, the foregoing: strikes, riot, fire, flood, accident, embargo, delays of carriers, shortage of raw materials, new laws or regulations.

15. Governing Law

- 15.1 This Agreement shall in all respects be governed by and construed under the laws of Mauritius.
- 15.2 BUYER consents and agrees that any dispute, disagreement or claim arising between the parties shall, at the sole election of SELLER , be finally resolved:
- In the Courts of Mauritius having jurisdiction over the SELLER ; or
 - In accordance with the Rules of Arbitration of Mauritius by an Arbitrator or Arbitrators appointed by the Court.
- 15.3 No alteration, amendment, modification, variation or addition to these Terms and Conditions shall be binding upon the SELLER unless same is reduced to writing and signed by all parties.

READ & APPROVED

Client's Name

Date

All Invoice No: