

Commercial Terms and Conditions - UK Terms and Conditions**Machinery Sales, Manufactured Equipment, Spare Parts, Service, Installation and Support****Issue:** 3.0**Effective Date:** 01 01 2026**Company:** Stone & Glass Group Limited**Registered in England and Wales:** Company No. 06452741**Registered Office:** George Thomas Avenue, Brynmenyn Industrial Estate, CF32 9SQ

1. Introduction

1.1 These Terms and Conditions apply to the supply of goods, machinery, equipment, spare parts, manufactured products, installation services, commissioning services, training, repair work, technical support, software support and any related services supplied by Stone & Glass Group Limited.

1.2 These Terms are intended to apply to business-to-business transactions only. By placing an order, accepting a quotation, paying a deposit, accepting delivery, permitting installation, requesting service work, or otherwise instructing Stone & Glass Group Limited to proceed, the Buyer confirms that it is acting in the course of business.

1.3 These Terms, together with the applicable quotation, order acknowledgement, specification, pro forma invoice, invoice, service report, written variation, or any other written document expressly agreed by Stone & Glass Group Limited, form the entire agreement between the parties.

1.4 These Terms apply to the exclusion of any terms or conditions which the Buyer seeks to impose, incorporate, or rely upon, whether contained in the Buyer's purchase order, standard terms, email footer, supplier onboarding document, tender document, portal, or otherwise, unless expressly accepted in writing by a director of Stone & Glass Group Limited.

1.5 No employee, engineer, salesperson, agent, subcontractor or representative of Stone & Glass Group Limited has authority to vary these Terms unless the variation is confirmed in writing by a director of Stone & Glass Group Limited.

2. Definitions

In these Terms, the following words and expressions shall have the meanings set out below:

Acceptance means acceptance of the Goods, Machinery, Parts, Services or Works in accordance with these Terms.

Buyer means the person, firm, company, partnership or organisation purchasing Goods, Machinery, Parts, Services or Works from Stone & Glass Group Limited.

Commissioning means the process of checking, testing and, where applicable, setting the Machinery or Goods into operational condition.

Contract means the contract between Stone & Glass Group Limited and the Buyer for the supply of Goods, Machinery, Parts, Services or Works.

Deposit means any initial payment required before an order is processed, manufactured, purchased, reserved, imported, delivered, installed or commissioned.

Goods means any goods supplied by Stone & Glass Group Limited, including but not limited to Machinery, equipment, spare parts, replacement parts, accessories, tooling, consumables, software media, documents and manufactured items.

Machinery means any machine, production line, plant, item of equipment, fabricated equipment, manufactured equipment or related system supplied by Stone & Glass Group Limited, whether new, used, refurbished, bespoke, imported, manufactured, modified or supplied as part of a wider project.

Parts means spare parts, replacement parts, components, accessories, tooling, consumables and service parts supplied by Stone & Glass Group Limited.

Price means the price payable by the Buyer as stated in the quotation, order acknowledgement, pro forma invoice, invoice or other written agreement.

Services means any services supplied by Stone & Glass Group Limited, including but not limited to installation, commissioning, training, maintenance, repair work, breakdown attendance, inspection, survey, relocation, modification, software support, technical support, remote support and consultancy.

Software means any PLC software, CNC software, HMI software, control software, firmware, diagnostics software, licences, passwords, updates, configuration data, remote access tools, operating programmes or digital systems supplied, installed, configured or supported by Stone & Glass Group Limited or its suppliers.

Stone & Glass Group Limited, SGG, we, us or our means Stone & Glass Group Limited, including where applicable its trading divisions, group companies, associated companies, brands, agents, subcontractors or authorised representatives.

Works means any combination of Goods, Machinery, Parts and/or Services supplied by Stone & Glass Group Limited.

3. Basis of Contract

3.1 Any quotation issued by Stone & Glass Group Limited is an invitation to treat and shall not constitute a binding offer capable of acceptance unless expressly stated otherwise in writing.

3.2 A Contract shall only come into existence when Stone & Glass Group Limited confirms acceptance of the Buyer's order in writing, receives a required Deposit, issues an order acknowledgement, issues a pro forma invoice, commences manufacture, orders supplier equipment, commences work, or otherwise confirms that the order has been accepted.

3.3 The Buyer is responsible for ensuring that the quotation, specification, drawings, layout, commercial terms, payment terms, delivery terms, installation requirements and any exclusions are accurate and suitable for the Buyer's intended purpose before placing an order.

3.4 The Buyer acknowledges that it has not relied on any statement, promise, representation, estimate, illustration, brochure, catalogue, website description, verbal discussion, demonstration, photograph, production example, output figure or other information unless it is expressly incorporated into the Contract in writing.

3.5 Any descriptions, performance figures, cycle times, production rates, tolerances, drawings, layouts, photographs, illustrations, videos or demonstrations are provided as general guidance only unless expressly guaranteed in writing by Stone & Glass Group Limited.

3.6 Stone & Glass Group Limited may correct any clerical, typographical, technical or pricing error in any quotation, invoice, specification, drawing or document without liability.

4. Quotations, Specifications and Orders

4.1 Unless otherwise stated, quotations are valid for 30 days from the date of issue and may be withdrawn or amended by Stone & Glass Group Limited at any time before acceptance.

4.2 The quotation shall set out, where applicable, the Goods, Machinery, Parts or Services to be supplied, the Price, payment terms, estimated delivery, installation or commissioning arrangements and any specific exclusions.

4.3 The Buyer must check all specifications carefully before placing an order. This includes but is not limited to machine type, working size, loading direction, handing, voltage, air pressure, water requirements, floor space, layout, foundations, access, lifting requirements, extraction, CE/UKCA requirements, safety guarding and production requirements.

4.4 Any changes requested by the Buyer after the order has been accepted shall be treated as a variation and may result in additional costs, revised delivery times and revised payment terms.

4.5 Stone & Glass Group Limited shall not be liable for any delay, cost, loss, defect, performance issue or suitability issue arising from incorrect, incomplete, late or misleading information supplied by the Buyer.

5. Prices

5.1 The Price shall be the price stated in the quotation, order acknowledgement, pro forma invoice or invoice.

5.2 Unless expressly stated otherwise, all Prices are exclusive of VAT, import duties, customs charges, taxes, levies, packaging, delivery, transport, unloading, lifting, crantage, insurance, installation, commissioning, training, travel, accommodation, subsistence and any other costs.

5.3 Stone & Glass Group Limited may increase the Price before delivery or completion where there is an increase in cost due to circumstances outside its reasonable control, including but not limited to supplier price increases, material increases, labour increases, currency fluctuations, freight increases, customs charges, import duties, energy costs, insurance costs, changes in law, changes in tax, changes in specification, or delays caused by the Buyer.

5.4 Where Machinery, Goods or Parts are imported or priced in a foreign currency, Stone & Glass Group Limited reserves the right to adjust the Price to reflect changes in exchange rates between the quotation date and the date payment is due, unless the quotation expressly states that the exchange rate is fixed.

5.5 Discounts are discretionary and may be withdrawn if payment terms are not met.

6. Deposits, Stage Payments and Payment Terms

6.1 The Buyer shall pay the Deposit and any stage payments in accordance with the quotation, order acknowledgement, pro forma invoice or invoice.

6.2 Unless expressly agreed otherwise in writing, Deposits are non-refundable once any of the following has occurred:

- a. Stone & Glass Group Limited has accepted the order;
- b. Stone & Glass Group Limited has placed an order with a supplier;
- c. manufacture has commenced;
- d. bespoke design or engineering work has commenced;
- e. Goods, Machinery or Parts have been allocated, reserved, imported or purchased;
- f. production capacity has been reserved;
- g. project work, drawings, surveys or planning has commenced.

6.3 Where stage payments are agreed, each stage payment must be paid by the due date. Failure to make any stage payment entitles Stone & Glass Group Limited to suspend manufacture, supply, delivery, installation, commissioning, training, service, support and any further work without liability.

6.4 Unless otherwise agreed in writing, final payment for Machinery shall be due before delivery, before collection, before installation or before commissioning, as specified in the quotation or invoice.

6.5 If Machinery is complete, ready for dispatch, ready for collection, ready for delivery, ready for installation or ready for commissioning, payment shall become due whether or not the Buyer is ready to accept delivery, installation or commissioning.

6.6 The Buyer shall not be entitled to withhold payment, delay payment, make deductions, assert set-off, raise counterclaims or retain monies due to alleged defects, warranty claims, incomplete minor works, snagging items, supplier delays, production interruption, consequential losses or any other matter unless expressly agreed in writing by Stone & Glass Group Limited.

6.7 Time for payment is of the essence.

6.8 Payment shall only be treated as received when cleared funds have been received into Stone & Glass Group Limited's nominated bank account.

6.9 Unless otherwise agreed in writing, all payments shall be made in pounds sterling.

7. Late Payment, Interest and Recovery Costs

7.1 If the Buyer fails to make payment by the due date, Stone & Glass Group Limited may charge interest on the overdue amount at the higher of:

- a. 8% per annum above the Bank of England base rate; or
- b. any statutory rate permitted under applicable late payment legislation; or
- c. any rate stated in the quotation, invoice or written agreement.

7.2 Interest shall accrue daily from the due date until payment is received in full, whether before or after judgment.

7.3 The Buyer shall pay all reasonable costs and expenses incurred by Stone & Glass Group Limited in recovering overdue sums, including but not limited to administration costs, debt recovery costs, legal costs, court fees, enforcement costs, tracing costs, storage costs, transport costs, engineer costs and repossession costs.

7.4 Stone & Glass Group Limited may suspend any or all further supplies, deliveries, installations, commissioning, support, warranty work, spare parts supply, software access, remote support and service attendance while any amount remains overdue.

8. Retention of Title and Ownership

8.1 Ownership and legal title in the Goods, Machinery, Parts, Software media, accessories, tooling and any other items supplied by Stone & Glass Group Limited shall remain with Stone & Glass Group Limited and shall not pass to the Buyer until Stone & Glass Group Limited has received payment in full, in cleared funds, for:

- a. the relevant Goods, Machinery, Parts or Services; and
- b. all other goods, machinery, parts, services, works, invoices, charges, interest and costs owed by the Buyer to Stone & Glass Group Limited, whether under the same Contract or any other contract.

8.2 Installation, commissioning, testing, connection to utilities, incorporation into the Buyer's premises, incorporation into a production line, use in production, training, delivery to site, issue of documentation, or handover shall not transfer ownership unless payment has been received in full.

8.3 Until ownership has passed to the Buyer, the Buyer shall:

- a. hold the Goods, Machinery and Parts as bailee and fiduciary custodian for Stone & Glass Group Limited;
- b. store and maintain them in good condition;
- c. not remove, obscure, deface or alter any identification marks, serial numbers, labels, plates, branding or packaging;
- d. keep them separate and identifiable where reasonably practicable;
- e. keep them insured for their full replacement value against all risks from the date of delivery;
- f. note Stone & Glass Group Limited's interest on the insurance policy where reasonably requested;
- g. not sell, lease, hire, charge, pledge, mortgage, transfer, dispose of, encumber, modify, remove, export or otherwise deal with them in a way inconsistent with Stone & Glass Group Limited's ownership;
- h. immediately notify Stone & Glass Group Limited if any third party attempts to seize, attach, claim, charge, distrain upon or otherwise interfere with the Goods, Machinery or Parts.

8.4 The Buyer must not represent to any funder, lender, landlord, purchaser, receiver, administrator, creditor, bailiff, enforcement agent or third party that it owns the Goods, Machinery or Parts before title has passed.

8.5 If the Buyer fails to make any payment when due, becomes insolvent, enters administration, liquidation, receivership, restructuring, creditor arrangement, ceases trading, threatens to cease trading, or if Stone & Glass Group Limited reasonably believes that any of these events may occur, Stone & Glass Group Limited may require the Buyer to deliver up the Goods, Machinery or Parts immediately.

8.6 If the Buyer fails to deliver up the Goods, Machinery or Parts promptly, Stone & Glass Group Limited, its employees, agents, engineers and contractors may, where legally permitted, enter the Buyer's premises or any third-party premises where the Goods, Machinery or Parts are located to inspect, disconnect, dismantle, recover and remove them.

8.7 The Buyer grants Stone & Glass Group Limited an irrevocable licence to enter its premises for the purposes set out in this clause, subject to compliance with applicable law and reasonable site safety requirements.

8.8 The Buyer shall pay all costs associated with inspection, disconnection, dismantling, recovery, removal, transport, storage, insurance, repair, refurbishment, legal action and resale of any recovered Goods, Machinery or Parts.

8.9 Recovery or repossession of Goods, Machinery or Parts shall not cancel the Buyer's obligation to pay any shortfall, damages, interest, costs or other sums due.

8.10 If Goods, Machinery or Parts have been incorporated into a production line, attached to the floor, connected to services, integrated with third-party equipment or otherwise installed, this shall not prevent Stone & Glass Group Limited from asserting ownership where title has not passed.

8.11 Where Parts are fitted during service, repair, warranty, breakdown or maintenance work, ownership of those Parts shall remain with Stone & Glass Group Limited until paid for in full.

8.12 Where Software is supplied, installed or activated, no ownership of Software shall pass to the Buyer. Software is licensed only in accordance with these Terms and any applicable supplier licence.

9. Risk

9.1 Risk in Goods, Machinery and Parts shall pass to the Buyer on delivery to the delivery address, collection by the Buyer, delivery to carrier, delivery to site, or attempted delivery where the Buyer wrongfully fails to accept delivery, whichever occurs first.

9.2 Passing of risk does not affect retention of title. The Buyer may carry the risk while Stone & Glass Group Limited retains ownership.

9.3 From the point risk passes, the Buyer is responsible for loss, theft, damage, deterioration, misuse, site damage, environmental exposure, fire, flood, accidental damage and insurance.

9.4 Where Stone & Glass Group Limited agrees to install Machinery after delivery, the Buyer remains responsible for site security, building conditions, weather protection, utilities, access, safety, lifting arrangements and insurance unless expressly agreed otherwise in writing.

10. Manufacture, Bespoke Equipment and Design Work

10.1 Where Goods or Machinery are manufactured, modified, refurbished, adapted or built to order, the Buyer acknowledges that such Goods may be bespoke and may have limited resale value.

10.2 Stone & Glass Group Limited may manufacture Goods or Machinery itself, through group companies, through associated companies, or through third-party suppliers.

10.3 Any drawings, layouts, designs, calculations, CAD files, electrical schematics, pneumatic schematics, software logic, PLC programmes, HMI screens, manuals, concepts, prototypes, designs or technical documents produced by Stone & Glass Group Limited shall remain the intellectual property of Stone & Glass Group Limited or its suppliers unless expressly agreed otherwise in writing.

10.4 The Buyer shall not copy, reproduce, reverse engineer, manufacture, modify, distribute, disclose or use any design, drawing, software, schematic or technical document for any purpose other than operating and maintaining the supplied Goods or Machinery.

10.5 Stone & Glass Group Limited reserves the right to make changes to the design, specification or construction of Goods or Machinery where such changes:

- a. improve performance, safety, compliance, reliability or manufacturability;
- b. are required by supplier changes;
- c. are required by law or regulation;
- d. do not materially reduce the functionality of the Goods or Machinery; or
- e. are otherwise reasonably necessary.

10.6 Delivery times for manufactured or bespoke equipment are estimates only and may vary due to supplier availability, design changes, manufacturing delays, material shortages, labour availability, testing, certification, shipping, customs or Buyer delays.

11. Delivery, Collection and Transport

11.1 Delivery dates are estimates only. Time for delivery is not of the essence unless expressly agreed in writing by a director of Stone & Glass Group Limited.

11.2 Stone & Glass Group Limited shall not be liable for delay in delivery caused by supplier delays, manufacturing delays, shipping delays, customs delays, transport availability, force majeure, Buyer delays, incomplete site readiness, late payment, specification changes, or any matter outside Stone & Glass Group Limited's reasonable control.

11.3 The Buyer must provide accurate delivery information, site access details, unloading arrangements, road access information, height restrictions, floor loading information, crane or forklift requirements and any other relevant information before delivery.

11.4 Unless expressly included in the quotation, unloading, lifting, craning, forklift provision, machine skates, HIAB, specialist handling, road closures, permits, escort vehicles and movement into final position are the Buyer's responsibility and cost.

11.5 If the Buyer fails to take delivery, delays delivery, refuses delivery, fails to provide access, fails to provide unloading equipment, fails to pay sums due, or otherwise prevents delivery, Stone & Glass Group Limited may:

- a. charge storage;
- b. charge transport waiting time;
- c. charge redelivery costs;
- d. charge insurance and handling costs;
- e. invoice the Goods as if delivery had taken place;
- f. suspend further work;
- g. resell or reallocate the Goods where permitted;
- h. recover any loss, shortfall or additional cost from the Buyer.

11.6 Delivery may be made in instalments. Each instalment may be invoiced separately and delay or defect in one instalment shall not entitle the Buyer to cancel any other instalment.

12. Delayed Delivery and Storage

12.1 If Goods, Machinery or Parts are ready for dispatch, collection, delivery, installation or commissioning but the Buyer is not ready or willing to proceed, Stone & Glass Group Limited may place them into storage.

12.2 The Buyer shall pay all storage, handling, insurance, transport, administration and re-delivery costs.

12.3 Unless otherwise stated in the quotation, Stone & Glass Group Limited may charge storage at a reasonable commercial rate, with a minimum charge of £[insert amount] per day or £[insert amount] per week.

12.4 Payment shall still become due in accordance with the Contract even if delivery, installation or commissioning is delayed by the Buyer.

12.5 Storage by Stone & Glass Group Limited shall not transfer risk back to Stone & Glass Group Limited where risk has already passed.

13. Installation

13.1 Installation shall only be included where expressly stated in the quotation.

13.2 The Buyer shall ensure that the site is fully prepared before installation, including but not limited to:

- a. clear and safe access;
- b. suitable floor, foundations and floor loading;
- c. suitable building dimensions and working space;
- d. suitable electrical supply;
- e. suitable compressed air supply;
- f. suitable water supply and drainage;
- g. suitable extraction or ventilation;
- h. suitable lighting and temperature;
- i. suitable lifting equipment, forklift, crane or handling equipment;
- j. suitable welfare facilities;
- k. safe working environment;
- l. necessary permits and inductions;
- m. isolation points and lock-off facilities;
- n. competent personnel to connect site services where required.

13.3 Unless expressly stated otherwise, final connection to the Buyer's electrical, water, air, extraction, gas, drainage, network or other site services is the Buyer's responsibility and must be carried out by competent and qualified persons appointed by the Buyer.

13.4 Stone & Glass Group Limited shall not be liable for delays, costs, damage, faults, failed commissioning or performance issues caused by unsuitable site conditions, inadequate utilities, incorrect services, poor access, poor foundations, insufficient floor strength, incorrect information, missing permits, unavailable lifting equipment, or any other matter within the Buyer's control.

13.5 If Stone & Glass Group Limited's engineers attend site and cannot proceed due to the Buyer's site not being ready, the Buyer shall pay all wasted costs, including engineer time, travel, accommodation, subsistence, transport, storage, crane or forklift cancellation charges and reattendance costs.

13.6 Stone & Glass Group Limited may refuse to commence or continue installation if it considers the site unsafe or unsuitable.

13.7 Installation times are estimates only and may vary depending on site conditions, third-party contractors, services, supplier issues, technical issues, access restrictions and Buyer readiness.

14. Commissioning, Testing and Acceptance

14.1 Commissioning shall only be carried out where expressly included in the quotation and where all required payments have been made unless otherwise agreed in writing.

14.2 Stone & Glass Group Limited may refuse to commission Machinery if:

- a. payment terms have not been met;
- b. site services are incomplete or unsuitable;
- c. the site is unsafe;
- d. the Buyer has not provided required personnel or materials;
- e. third-party equipment is not ready;
- f. the Machinery has been moved, altered, damaged or used without permission;
- g. required safety measures are not in place.

14.3 The Buyer shall provide suitable materials, glass, stone, consumables, operators, site personnel and production conditions for commissioning and testing.

14.4 Commissioning is intended to demonstrate that the Machinery is operational. It does not guarantee production output, commercial performance, yield, profitability, cycle time, glass quality, operator competence or suitability for every product unless expressly guaranteed in writing.

14.5 The Goods or Machinery shall be deemed accepted on the earliest of:

- a. written acceptance by the Buyer;
- b. completion of commissioning;
- c. successful operation during testing;
- d. first use in production;
- e. first commercial production;
- f. seven days after delivery where installation or commissioning is not included;
- g. seven days after installation where commissioning is delayed by the Buyer;
- h. seven days after Stone & Glass Group Limited notifies the Buyer that the Goods or Machinery are ready for use;
- i. payment of the final invoice.

14.6 Minor defects, snagging items, cosmetic issues, missing documentation, training follow-up items, software refinements or issues that do not materially prevent operation shall not entitle the Buyer to reject the Goods or Machinery or withhold payment.

14.7 If the Buyer uses the Goods or Machinery in production, the Buyer shall be deemed to have accepted them.

14.8 Any acceptance test must be expressly agreed in writing before the Contract is formed. If no written acceptance test is agreed, Stone & Glass Group Limited's standard commissioning procedure shall apply.

15. Training

15.1 Training shall only be provided where expressly included in the quotation.

15.2 Training is provided to assist the Buyer's personnel in basic operation, maintenance and safety awareness. It does not replace the Buyer's responsibility to ensure that operators are competent, authorised, supervised and trained in accordance with applicable law.

15.3 The Buyer is responsible for selecting suitable personnel for training and ensuring they attend for the full training period.

15.4 Additional training required due to staff absence, staff turnover, lack of competence, language barriers, site delays or repeated instruction shall be chargeable.

15.5 Stone & Glass Group Limited shall not be liable for operator error, misuse, incorrect loading, incorrect settings, failure to maintain, failure to follow instructions, or failure to train replacement operators.

16. Buyer Responsibilities

16.1 The Buyer is responsible for ensuring that the Goods, Machinery, Parts and Services are suitable for its intended purpose.

16.2 The Buyer is responsible for providing accurate information, including but not limited to:

- a. production requirements;
- b. glass or stone sizes;
- c. thicknesses;
- d. product types;
- e. tolerances;
- f. available space;
- g. layout;
- h. power supply;
- i. compressed air supply;
- j. water and drainage;
- k. extraction;
- l. access;
- m. floor loading;
- n. building restrictions;
- o. health and safety requirements;
- p. any special standards or certification requirements.

16.3 The Buyer is responsible for compliance with all site-specific health and safety obligations, including but not limited to PUWER, LOLER, risk assessments, method statements, operator training, guarding, lock-off procedures, permits to work, lifting operations and safe systems of work.

16.4 Unless expressly agreed in writing, Stone & Glass Group Limited is not responsible for carrying out the Buyer's statutory inspections, PUWER assessments, LOLER assessments, insurance inspections, building surveys, electrical certification or site compliance checks.

16.5 The Buyer shall not use Machinery until it has been installed, commissioned and declared ready for use by Stone & Glass Group Limited, where installation and commissioning form part of the Contract.

16.6 The Buyer shall follow all manuals, instructions, service schedules, safety notices, maintenance requirements and operating procedures issued by Stone & Glass Group Limited or the manufacturer.

17. Warranty – New Machinery and Goods

17.1 Warranty shall apply only where expressly stated in the quotation, order acknowledgement or invoice.

17.2 Unless otherwise stated, warranty covers defects in materials or workmanship under normal use, subject to the exclusions in these Terms.

17.3 Warranty periods shall begin from the date of delivery, unless expressly agreed otherwise in writing.

17.4 Stone & Glass Group Limited's liability under warranty shall be limited, at its option, to repair, replacement, supply of replacement parts, remote support, supplier claim assistance, or refund of the defective part of the Goods.

17.5 Warranty does not cover:

- a. normal wear and tear;
- b. consumables;
- c. tooling;
- d. grinding wheels, polishing wheels, belts, pads, brushes, seals, filters, bearings subject to wear, suction cups, hoses, nozzles, blades and similar wear items;
- e. misuse;
- f. operator error;
- g. lack of maintenance;
- h. incorrect cleaning;
- i. incorrect settings;
- j. poor-quality input materials;
- k. glass breakage;
- l. stone breakage;
- m. unsuitable site services;
- n. power fluctuations;
- o. air pressure issues;
- p. water quality issues;
- q. environmental conditions;
- r. corrosion;
- s. unauthorised modifications;
- t. third-party repairs;
- u. accidental damage;
- v. damage caused by the Buyer, its employees, contractors or agents;
- w. relocation of the Machinery without Stone & Glass Group Limited's approval;
- x. failure to follow manuals, instructions or service schedules.

17.6 The Buyer must notify Stone & Glass Group Limited of any alleged defect promptly and provide sufficient evidence, including photographs, videos, error messages, production details and maintenance records where requested.

17.7 The Buyer must not continue using defective Goods where continued use may cause further damage or safety risk.

17.8 Stone & Glass Group Limited shall not be responsible for warranty if the Buyer has not paid all sums due.

17.9 Warranty work may be suspended while any account is overdue.

17.10 Warranty does not cover loss of production, loss of profit, loss of business, wasted materials, replacement labour, third-party charges, consequential loss or indirect loss.

18. Used Machinery

18.1 Used Machinery is sold subject to age, condition, previous usage, availability and inspection.

18.2 Unless expressly stated otherwise in writing, used Machinery is sold as seen, as inspected, and without warranty.

18.3 Any description of used Machinery is given in good faith but shall not amount to a guarantee of condition, completeness, production capability, compliance, future reliability, availability of parts, software compatibility or suitability for the Buyer's purpose.

18.4 The Buyer is responsible for inspecting used Machinery before purchase and satisfying itself as to condition and suitability.

18.5 Where Stone & Glass Group Limited agrees to remove, transport, install or commission used Machinery, such work shall be subject to the limitations of the machine's age, condition and previous use.

18.6 Stone & Glass Group Limited shall not be liable for defects, wear, missing parts, obsolete components, software limitations, manufacturer support limitations or faults that are typical of used machinery unless expressly agreed in writing.

18.7 If any limited warranty is agreed for used Machinery, it shall be strictly limited to the wording stated in the quotation or invoice.

19. Spare Parts and Replacement Parts

19.1 Spare Parts are supplied based on information provided by the Buyer. The Buyer is responsible for ensuring that part numbers, machine models, serial numbers, photographs and technical details are accurate.

19.2 Stone & Glass Group Limited shall not be liable for incorrect Parts supplied due to incorrect or incomplete information provided by the Buyer.

19.3 Special order Parts, electrical Parts, software-related Parts, bespoke Parts, imported Parts and non-stock Parts are non-cancellable and non-returnable unless defective.

19.4 Ownership of Parts remains with Stone & Glass Group Limited until paid for in full.

19.5 Risk in Parts passes on delivery or collection.

19.6 Warranty on Parts is limited to replacement or repair of the defective Part, subject to manufacturer approval where applicable.

19.7 Labour, travel, downtime, consequential losses and installation costs are not included in Parts warranty unless expressly agreed in writing.

19.8 Where Parts are fitted by Stone & Glass Group Limited, the Buyer must ensure safe access, isolation, lifting equipment and suitable working conditions.

20. Service, Repair and Breakdown Work

20.1 Service work, repair work and breakdown attendance shall be charged in accordance with Stone & Glass Group Limited's rates unless covered by a written service agreement.

20.2 Charges may include labour, travel, mileage, accommodation, subsistence, waiting time, parking, congestion charges, tolls, Parts, consumables, administration and any other reasonable costs.

20.3 Stone & Glass Group Limited may provide estimates for service or repair work, but such estimates are not fixed prices unless expressly agreed in writing.

20.4 Fault diagnosis is based on symptoms present at the time of attendance. Intermittent faults may require further visits.

20.5 Stone & Glass Group Limited does not guarantee that any service visit will identify or resolve all faults on the first attendance.

20.6 The Buyer shall pay for engineer attendance where no fault is found, where the fault is caused by operator error, site services, third-party equipment, lack of maintenance, misuse, or where access is not available.

20.7 Service reports are provided for operational purposes and do not constitute a full safety inspection, PUWER assessment, insurance inspection or compliance certificate unless expressly stated.

20.8 Stone & Glass Group Limited may refuse to work on Machinery it considers unsafe.

20.9 Parts fitted during service remain the property of Stone & Glass Group Limited until paid for in full.

21. Software, PLC, HMI, Remote Access and Intellectual Property

21.1 Software supplied with Machinery is licensed, not sold.

21.2 All intellectual property rights in Software remain with Stone & Glass Group Limited, the manufacturer or the relevant software owner.

21.3 The Buyer shall not copy, modify, reverse engineer, decompile, share, sell, transfer, bypass, unlock or interfere with Software, passwords, licence keys, PLC programmes, HMI programmes or control systems.

21.4 Stone & Glass Group Limited may refuse to provide passwords, source code, PLC logic, HMI project files, supplier software, configuration files or administrator access unless expressly agreed in writing.

21.5 Software activation, licence transfer, remote support, updates, upgrades and modifications may be suspended while any payment is overdue.

21.6 Remote access is provided where available and where agreed. The Buyer is responsible for providing suitable internet access, network security, permissions and IT support.

21.7 Stone & Glass Group Limited shall not be liable for cyber security incidents, network issues, IT restrictions, firewall issues, unauthorised access, data loss or remote access failures caused by the Buyer's systems or third-party systems.

21.8 Software updates or modifications may alter machine behaviour. The Buyer must not install, request or permit unauthorised software changes.

21.9 Any special software modification, PLC change, HMI change or control system alteration may affect CE/UKCA compliance, PUWER obligations, warranty, safety and manufacturer support. Unless expressly agreed otherwise, responsibility for site safety assessment and PUWER compliance remains with the Buyer.

22. Documentation, Manuals and Certification

22.1 Stone & Glass Group Limited shall provide documentation where supplied by the manufacturer or where expressly included in the Contract.

22.2 Documentation may include manuals, electrical drawings, pneumatic drawings, CE declarations, UKCA declarations, certificates, layouts, risk information, maintenance instructions or spare parts lists where available.

22.3 Stone & Glass Group Limited shall not be liable for delays caused by manufacturer delay in issuing documentation.

22.4 Used Machinery may not include complete documentation, manuals, certificates, software backups or drawings unless expressly stated.

22.5 The Buyer is responsible for maintaining site records, statutory inspection records, training records, risk assessments and maintenance records.

23. Compliance, CE, UKCA, PUWER and Safety

23.1 Stone & Glass Group Limited shall supply Goods and Machinery in accordance with the specification agreed in writing.

23.2 Where new Machinery is supplied by a manufacturer, compliance documentation shall normally be provided by the manufacturer.

23.3 The Buyer is responsible for ensuring that Machinery is suitable for its site, process, operators, materials and intended use.

23.4 The Buyer is responsible for complying with PUWER, LOLER, workplace safety legislation, insurance requirements and any site-specific regulations after delivery and installation.

23.5 Where Machinery is integrated with existing equipment, third-party systems, modified equipment or Buyer-supplied systems, the Buyer shall be responsible for ensuring the overall line, system and workplace remain compliant unless Stone & Glass Group Limited expressly agrees in writing to accept such responsibility.

23.6 Stone & Glass Group Limited shall not be liable for non-compliance caused by Buyer modifications, third-party modifications, relocation, misuse, bypassed safety systems, unsuitable site conditions, unauthorised software changes or use outside the agreed specification.

24. Limitation of Liability

24.1 Nothing in these Terms shall limit or exclude liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability which cannot legally be limited or excluded.

24.2 Subject to clause 24.1, Stone & Glass Group Limited shall not be liable for:

- a. loss of profit;
- b. loss of business;
- c. loss of production;
- d. loss of revenue;
- e. loss of contract;
- f. loss of goodwill;

- g. loss of anticipated savings;
- h. wasted management time;
- i. wasted materials;
- j. production downtime;
- k. third-party charges;
- l. indirect loss;
- m. consequential loss;
- n. special loss;
- o. loss caused by delay;
- p. loss arising from the Buyer's choice of Goods or Machinery;
- q. loss arising from failure to achieve production targets unless expressly guaranteed in writing.

24.3 Subject to clause 24.1, Stone & Glass Group Limited's total liability under or in connection with the Contract shall not exceed the Price paid by the Buyer for the specific Goods, Machinery, Parts or Services giving rise to the claim.

24.4 Stone & Glass Group Limited shall not be liable for any loss caused by supplier delay, manufacturer delay, shipping delay, customs delay, force majeure, Buyer delay, site issues, third-party contractors, utilities, operator error, maintenance failure or circumstances outside Stone & Glass Group Limited's reasonable control.

24.5 The Buyer acknowledges that the Price has been calculated on the basis of the limitations and exclusions in these Terms.

25. Indemnity

25.1 The Buyer shall indemnify Stone & Glass Group Limited against all claims, losses, damages, costs, expenses and liabilities arising from:

- a. incorrect information supplied by the Buyer;
- b. unsuitable site conditions;
- c. unsafe working conditions;
- d. Buyer modifications;
- e. third-party modifications;
- f. misuse of Goods or Machinery;
- g. failure to maintain;
- h. failure to train operators;
- i. failure to comply with law;
- j. failure to provide safe access;
- k. injury or damage caused by the Buyer, its employees, contractors or agents;
- l. use of Goods or Machinery outside the agreed specification.

26. Cancellation and Termination

26.1 The Buyer may not cancel an accepted order without Stone & Glass Group Limited's written agreement.

26.2 If Stone & Glass Group Limited agrees to cancellation, the Buyer shall pay all costs, losses and expenses incurred, including but not limited to supplier charges, manufacturing costs, design costs, administration costs, transport costs, storage costs, loss of profit and any reduction in resale value.

26.3 Stone & Glass Group Limited may terminate or suspend the Contract immediately if:

- a. the Buyer fails to pay any amount when due;
- b. the Buyer breaches these Terms;
- c. the Buyer becomes insolvent or appears likely to become insolvent;
- d. the Buyer ceases or threatens to cease trading;

- e. the Buyer fails to provide site readiness;
- f. the Buyer refuses delivery;
- g. the Buyer acts abusively or unlawfully towards Stone & Glass Group Limited's staff;
- h. performance becomes impossible or commercially impractical due to circumstances outside Stone & Glass Group Limited's reasonable control.

26.4 Termination shall not affect any rights, remedies, payment obligations or liabilities which have accrued before termination.

27. Force Majeure

27.1 Stone & Glass Group Limited shall not be liable for delay or failure to perform caused by events outside its reasonable control, including but not limited to supplier delays, manufacturing delays, shipping delays, customs delays, material shortages, labour shortages, strikes, transport disruption, extreme weather, fire, flood, pandemic, epidemic, war, terrorism, civil unrest, government action, sanctions, power failure, internet failure, cyber incident, currency disruption, port delays or border delays.

27.2 If a force majeure event continues for a substantial period, Stone & Glass Group Limited may extend delivery, suspend performance, vary the Contract, or terminate the Contract without liability, subject to payment by the Buyer for work already carried out and costs already incurred.

28. Confidentiality

28.1 Each party shall keep confidential any confidential information disclosed by the other party.

28.2 The Buyer shall keep confidential all pricing, technical documents, drawings, designs, layouts, software information, passwords, supplier information, commercial proposals and know-how supplied by Stone & Glass Group Limited.

28.3 The Buyer shall not disclose such information to third parties without Stone & Glass Group Limited's written consent except where required by law.

29. Photography, Marketing and Site References

29.1 Stone & Glass Group Limited may take photographs and videos of Goods, Machinery, installations and completed projects for technical records, training, service history, internal use and marketing purposes.

29.2 Stone & Glass Group Limited shall not intentionally disclose confidential production processes or commercially sensitive information without the Buyer's consent.

29.3 If the Buyer does not wish Stone & Glass Group Limited to use photographs, videos, company name, logo or project references for marketing, the Buyer must notify Stone & Glass Group Limited in writing before installation or delivery.

30. Data Protection

30.1 Each party shall comply with applicable data protection laws.

30.2 Stone & Glass Group Limited may process contact details, site details, engineer reports, service records, machine records, photographs, emails and related information for the purposes of performing the Contract,

maintaining service history, providing support, managing accounts, complying with legal obligations and legitimate business administration.

30.3 The Buyer shall ensure that any personal data it provides to Stone & Glass Group Limited is accurate and lawfully provided.

31. Notices

31.1 Any notice under the Contract shall be in writing and sent to the registered office, principal place of business, or email address last notified by the receiving party.

31.2 Notices sent by email shall be deemed received when sent, provided no bounce-back or failed delivery notification is received.

31.3 Notices sent by post shall be deemed received two business days after posting if sent within the United Kingdom.

32. Assignment and Subcontracting

32.1 The Buyer shall not assign, transfer, charge, subcontract or deal with its rights or obligations under the Contract without Stone & Glass Group Limited's written consent.

32.2 Stone & Glass Group Limited may assign, transfer or subcontract any part of its obligations to a group company, associated company, supplier, engineer, contractor or specialist service provider.

33. No Waiver

33.1 Failure or delay by Stone & Glass Group Limited to enforce any right or remedy shall not constitute a waiver of that right or remedy.

33.2 Any waiver must be expressly given in writing and shall apply only to the specific circumstances for which it is given.

34. Severance

34.1 If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, lawful and enforceable.

34.2 If modification is not possible, the relevant provision shall be deemed deleted and the remaining provisions shall continue in full force.

35. Third Party Rights

35.1 No person other than Stone & Glass Group Limited and the Buyer shall have any right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.

36. Governing Law and Jurisdiction

36.1 The Contract and any dispute or claim arising from it, including non-contractual disputes or claims, shall be governed by the laws of England and Wales.

36.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.

37. Special Conditions

37.1 Any special conditions agreed in the quotation, order acknowledgement or written agreement shall apply in addition to these Terms.

37.2 If there is a conflict between these Terms and any special condition expressly agreed in writing by Stone & Glass Group Limited, the special condition shall prevail only to the extent of that conflict.

38. Acceptance of Terms

38.1 The Buyer shall be deemed to have accepted these Terms by any of the following:

- a. accepting a quotation;
- b. issuing a purchase order;
- c. paying a Deposit;
- d. instructing Stone & Glass Group Limited to proceed;
- e. accepting delivery;
- f. permitting installation;
- g. using the Goods, Machinery or Parts;
- h. requesting service work;
- i. accepting an invoice;
- j. continuing to deal with Stone & Glass Group Limited after receiving these Terms.

38.2 These Terms shall apply to all future dealings between the Buyer and Stone & Glass Group Limited unless replaced by updated terms or varied in writing by a director of Stone & Glass Group Limited.

Schedule 1 – Machinery Sales Specific Terms

1. Machinery remains the property of Stone & Glass Group Limited until all sums due have been paid in full.
 2. Deposits are non-refundable once the order has been accepted, manufacture has commenced, supplier equipment has been ordered, or project work has begun.
 3. Final payment is due before delivery, installation or commissioning unless otherwise agreed in writing.
 4. Commissioning may be refused or suspended if payments are overdue.
 5. The Buyer is responsible for ensuring that the site is ready, safe and suitable.
 6. The Buyer is responsible for all site services unless expressly stated otherwise.
 7. The Buyer is responsible for final electrical, air, water, extraction, gas, drainage and network connections unless expressly stated otherwise.
 8. The Buyer is responsible for compliance with PUWER, LOLER and site health and safety obligations after installation.
 9. Use in production shall constitute acceptance.
 10. Minor snagging items shall not entitle the Buyer to withhold payment.
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Schedule 2 – Spare Parts Specific Terms

1. Parts remain the property of Stone & Glass Group Limited until paid for in full.
 2. Special order Parts are non-cancellable and non-returnable unless defective.
 3. Electrical Parts, software-related Parts and imported Parts are non-returnable unless defective.
 4. The Buyer is responsible for providing correct machine details, serial numbers, photographs and part numbers.
 5. Warranty on Parts is limited to repair or replacement of the defective Part.
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Schedule 3 – Service Specific Terms

1. Engineer attendance is chargeable unless covered by a written service agreement.
 2. Waiting time, travel, mileage, accommodation and subsistence are chargeable.
 3. Service reports are not PUWER assessments or insurance inspections unless expressly stated.
 4. Stone & Glass Group Limited may refuse to work on unsafe equipment.
 5. Parts fitted during service remain the property of Stone & Glass Group Limited until paid for in full.
 6. Warranty work may be refused or suspended if the Buyer's account is overdue.
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Schedule 4 – Used Machinery Specific Terms

1. Used Machinery is sold as seen unless expressly stated otherwise.
 2. The Buyer is responsible for inspecting used Machinery before purchase.
 3. No warranty applies unless expressly stated in writing.
 4. Stone & Glass Group Limited does not guarantee future reliability, availability of spare parts, software support or production performance of used Machinery.
 5. Any agreed removal, transport, installation or commissioning is subject to the condition and age of the used Machinery.
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Schedule 5 – Software and Remote Support Specific Terms

1. Software is licensed and not sold.
 2. PLC, HMI, CNC and control software remains the property of Stone & Glass Group Limited, the manufacturer or the software owner.
 3. Passwords, source code and project files will not be supplied unless expressly agreed in writing.
 4. Remote support may be suspended if payment is overdue.
 5. The Buyer is responsible for internet access, IT permissions, cyber security and network configuration.
 6. Unauthorised software changes may void warranty and affect safety compliance.
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End of Terms and Conditions