

Terms of Trade

1. 1. Definitions

1.1 “360 Glass” means 360 Glass Limited, its successors and assigns or any person acting on behalf of and with the authority of 360 Glass Limited.

1.2 “Customer” means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.

1.3 “Goods” means all Goods or Services supplied by 360 Glass to the Customer at the Customer’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).

1.4 “Price” means the Price payable for the Goods as agreed between 360 Glass and the Customer in accordance with clause 5 below.

1. 2. Acceptance

2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.

2.2 These terms and conditions may only be amended with 360 Glass’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and 360 Glass.

2.3 In the event that the Goods and/or Services provided by 360 Glass are the subject of an insurance claim that the Customer has made, then the Customer shall be responsible for the payment of any monies payable to the insurance company and agrees to honour their obligation for payment for such transactions invoiced by 360 Glass and shall ensure payment is made by the due date irrespective of whether the insurance claim is successful.

2.4 Where the Customer is a tenant (and therefore not the owner of the land and premises where Goods are to be installed) then the Customer warrants that the Customer has obtained the full consent of the owner for 360 Glass to install the Goods on the owners land and premises. The Customer acknowledges and agrees that they shall be personally liable for full payment of the Price for all Services provided under this agreement and to indemnify 360 Glass against any claim made by the owner of the premises (howsoever arising) in relation to the installation of the Goods and the provision of any related Services by 360 Glass except where such claim has arisen because of the negligence of 360 Glass when installing the Goods.

2.5 The Customer agrees that they shall upon request from 360 Glass provide evidence that;

(a) they are the owner of the land and premises upon which the Services are to be undertaken;
or

(b) where they are a tenant, that they have the consent of the owner for the Goods to be installed on the land and premises upon which the works are to be undertaken.

1. 3. Change in Control

3.1 The Customer shall give 360 Glass not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by 360 Glass as a result of the Customer's failure to comply with this clause.

1. 4. Authorised Representatives

4.1 Unless otherwise limited as per clause 4.2 the Customer agrees that should the Customer introduce any third party to 360 Glass as the Customer's duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any Goods or Services on the Customer's behalf and/or to request any variation to the services on the Customer's behalf (such authority to continue until all requested services have been completed or the Customer otherwise notifies 360 Glass in writing that said person is no longer the Customer's duly authorised representative).

4.2 In the event that the Customer's duly authorised representative as per clause 4.1 is to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise 360 Glass in writing of the parameters of the limited authority granted to their representative.

4.3 The Customer specifically acknowledges and accepts that they will be solely liable to 360 Glass for all additional costs incurred by 360 Glass (including 360 Glass's profit margin) in providing any Goods, Services or variation/s requested by the Customer's duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).

1. 5. Price and Payment

5.1 At 360 Glass's sole discretion the Price shall be either:

(a) as indicated on any invoice provided by 360 Glass to the Customer; or

(b) 360 Glass's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

5.2 360 Glass reserves the right to change the Price:

- (a) if a variation to the Goods which are to be supplied is requested; or
- (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
- (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, limitations to accessing the site, safety considerations, obscured defects, prerequisite work by any third party not being completed, change of design, inaccurate structural measurements provided by the Buyer, etc) which are only discovered on commencement of the Services; or
- (d) in the event of increases to 360 Glass in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond 360 Glass's control.

5.3 At 360 Glass's sole discretion a deposit may be required. Payment of a deposit by the Customer and receipt of payment by 360 Glass is a precondition of 360 Glass's responsibility to supply the Goods and must be paid prior to commencement of the Services. The deposit amount due will be stipulated at the time of the quotation. Subject to clause 20 in the event of cancellation, the Customer shall be liable all costs incurred up to the time of cancellation (including but not limited to, any re-stocking fee imposed on 360 Glass by their supplier for non-stocklist and/or imported items).

5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by 360 Glass, which may be:

- (a) on delivery of the Goods;
- (b) by way of instalments/progress payments in accordance with 360 Glass's payment schedule;
- (c) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
- (d) the date specified on any invoice or other form as being the date for payment; or
- (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by 360 Glass.

5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card or by any other method as agreed to between the Customer and 360 Glass.

5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to 360 Glass an amount equal to any GST 360 Glass must pay for any supply by 360 Glass under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

1. 6. Delivery of Goods

6.1 Subject to clause 6.2 it is 360 Glass's responsibility to ensure that the Services start as soon as it is reasonably possible.

6.2 The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that 360 Glass claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond 360 Glass's control, including but not limited to any failure by the Customer to:

(a) make a selection; or

(b) have 360 Glass that the site is ready.

6.3 Delivery of the Goods is taken to occur at the time that:

(a) the Customer or the Customer's nominated carrier takes possession of the Goods at 360 Glass's address; or

(b) 360 Glass (or 360 Glass's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.

6.4 At 360 Glass's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.

6.5 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then 360 Glass shall be entitled to charge a reasonable fee for redelivery and/or storage.

6.6 360 Glass may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

6.7 Any time or date given by 360 Glass to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and 360 Glass will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

1. 7. Risk

7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.

7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, 360 Glass is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by 360 Glass is

sufficient evidence of 360 Glass's rights to receive the insurance proceeds without the need for any person dealing with 360 Glass to make further enquiries.

7.3 If the Customer requests 360 Glass to leave Goods outside 360 Glass's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.

7.4 Where 360 Glass is required to install the Goods the Customer warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and 360 Glass shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or equipment be unable to accommodate the installation.

7.5 Whilst every care shall be taken by 360 Glass, any damage or breakage to the Customer's existing glass during works by 360 Glass shall be at the Customer's own risk.

7.6 Holes, cut outs and cutting of the Goods may weaken the strength of the Goods and although it's unlikely, cracking may occur. 360 Glass accepts no responsibility against cracks occurring after such Goods (that are subject to holes and cut outs) are installed unless a toughened glass is used.

7.7 The Customer acknowledges that Goods supplied may

- (a) expand, contract or distort as a result of exposure to heat, cold, weather; and
- (b) mark or stain if exposed to certain substances; and
- (c) be damaged or disfigured by impact or scratching.

7.8 The Customer acknowledges that Goods (including but not limited to paint, timber, aluminium, tints) supplied may exhibit variations in shade tone, colour, texture, surface and finish, and may fade or change colour over time. 360 Glass will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.

7.9 Any advice, recommendation, information, assistance or service provided by 360 Glass in relation to Goods or Services supplied is given in good faith, is based on 360 Glass's own knowledge and experience and shall be accepted without liability on the part of 360 Glass and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods or Services.

1. 8. Access

8.1 The Customer shall ensure that 360 Glass has clear and free access to the work site at all times to enable them to undertake the installation. 360 Glass shall not be liable for any

loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of 360 Glass.

1. 9. Dimensions, Plans and Specifications

9.1 Where the Client does not provide specifications or plans then industry standards will be applied in regard to measurements, design and finish unless 360 Glass and the Customer agree otherwise in writing.

9.2 The Client acknowledges that where 360 Glass prepares a template on their behalf for any stone, solid surface, glass Services, or any other special materials which are to be provided by a third party, that the template is designed to be a guide only and the Client needs to ensure that the third party correctly prepares those Goods to their specifications and requirements. 360 Glass shall not accept any liability whatsoever for Goods prepared by a third party.

9.3 If the giving of an estimate or quotation for the supply of Goods involves 360 Glass estimating measurements and quantities, it shall be the responsibility of the Customer to verify the accuracy of 360Glass's estimated measurements and quantities, before the Customer places an order based on such estimate or 360 Glass's estimated measurements and quantities, the Customer shall request such changes in writing, in the case of an estimate before placing an order based on that estimate and in the case of a quotation before acceptance of that quotation.

1. 10. Compliance with Laws

10.1 The Customer and Chris Smith Glass shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.

10.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.

10.3 The Customer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

1. 11. Title

11.1 360 Glass and the Customer agree that ownership of the Goods shall not pass until:

(a) the Customer has paid 360 Glass all amounts owing to 360 Glass; and

(b) the Customer has met all of its other obligations to 360 Glass.

11.2 Receipt by 360 Glass of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

11.3 It is further agreed that:

(a) until ownership of the Goods passes to the Customer in accordance with clause 11.1 that the Customer is only a bailee of the Goods and must return the Goods to 360 Glass on request.

(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for 360 Glass and must pay to 360 Glass the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

(c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for 360 Glass and must pay or deliver the proceeds to 360 Glass on demand.

(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of 360 Glass and must sell, dispose of or return the resulting product to 360 Glass as it so directs.

(e) the Customer irrevocably authorises 360 Glass to enter any premises where 360 Glass believes the Goods are kept and recover possession of the Goods.

(f) 360 Glass may recover possession of any Goods in transit whether or not delivery has occurred.

(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of 360 Glass.

(h) 360 Glass may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

1. 12. Personal Property Securities Act 1999 ("PPSA")

12.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:

(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and

(b) a security interest is taken in all Goods previously supplied by 360 Glass to the Customer (if any) and all Goods that will be supplied in the future by 360 Glass to the Customer.

12.2 The Customer undertakes to:

(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which 360 Glass may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;

(b) indemnify, and upon demand reimburse, 360 Glass for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;

(c) not register a financing change statement or a change demand without the prior written consent of 360 Glass; and

(d) immediately advise 360 Glass of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

12.3 360 Glass and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

12.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

12.5 Unless otherwise agreed to in writing by 360 Glass, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

12.6 The Customer shall unconditionally ratify any actions taken by 360 Glass under clauses 12.1 to 12.5.

1. 13. Security and Charge

13.1 In consideration of 360 Glass agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

13.2 The Customer indemnifies 360 Glass from and against all 360 Glass's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising 360 Glass's rights under this clause.

13.3 The Customer irrevocably appoints 360 Glass and each director of 360 Glass as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Customer's behalf.

1. 14. Customer's Disclaimer

14.1 The Customer hereby disclaims any right to rescind, or cancel any contract with 360 Glass or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by 360 Glass and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

1. 15. Defects

15.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify 360 Glass of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford 360 Glass an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which 360 Glass has agreed in writing that the Customer is entitled to reject, 360 Glass's liability is limited to either (at 360 Glass's discretion) replacing the Goods or repairing the Goods.

15.2 Goods will not be accepted for return other than in accordance with 15.1 above.

1. 16. Returns

16.1 Non-stocklist items or Goods made to the Customer's specifications are under no circumstances acceptable for credit or return.

1. 17. Warranty

17.1 Subject to the conditions of warranty set out in clause 17.2 360 Glass warrants that if any defect in any workmanship of 360 Glass becomes apparent and is reported to 360 Glass within twelve (12) months of the date of delivery (time being of the essence) then 360Glass will either (at 360 Glass's sole discretion) replace or remedy the workmanship.

17.2 The conditions applicable to the warranty given by clause 17.1 are:

(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

(i) failure on the part of the Customer to properly maintain any Goods; or

(ii) failure on the part of the Customer to follow any instructions or guidelines provided by 360 Glass; or

(iii) any use of any Goods otherwise than for any application specified on a quote or order form; or

(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or

(v) fair wear and tear, any accident or act of God.

(b) the warranty shall cease and 360 Glass shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without 360Glass's consent.

(c) in respect of all claims 360 Glass shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.

17.3 For Goods not manufactured by 360 Glass, the warranty shall be the current warranty provided by the manufacturer of the Goods. 360Glass shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

17.4 To the extent permitted by statute, no warranty is given by 360 Glass as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. 360 Glass shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

17.5 In the case of second hand Goods, the Customer acknowledges that he has had full opportunity to 360 Glass as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. 360 Glass shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

1. 18. Consumer Guarantees Act 1993

18.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by 360 Glass to the Customer.

1. 19. Default and Consequences of Default

19.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until 360 Glass's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

19.2 If the Customer owes 360 Glass any money the Customer shall indemnify 360 Glass from and against all costs and disbursements incurred by 360 Glass in recovering the debt

(including but not limited to internal administration fees, legal costs on a solicitor and own client basis, 360 Glass's collection agency costs, and bank dishonour fees).

19.3 Without prejudice to any other remedies 360 Glass may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions 360 Glass may suspend or terminate the supply of Goods to the Customer. 360 Glass will not be liable to the Customer for any loss or damage the Customer suffers because 360 Glass has exercised its rights under this clause.

19.4 Without prejudice to 360 Glass's other remedies at law 360 Glass shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to 360 Glass shall, whether or not due for payment, become immediately payable if:

(a) any money payable to 360 Glass becomes overdue, or in 360 Glass's opinion the Customer will be unable to make a payment when it falls due;

(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

1. 20. Cancellation

20.1 360 Glass may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice 360 Glass shall repay to the Customer any money paid by the Customer for the Goods. 360 Glass shall not be liable for any loss or damage whatsoever arising from such cancellation.

20.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by 360 Glass as a direct result of the cancellation (including, but not limited to, any loss of profits).

20.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

1. 21. Privacy Act 1993

21.1 The Customer authorises 360 Glass or 360 Glass's agent to:

(a) access, collect, retain and use any information about the Customer;

(i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or

(ii) for the purpose of marketing products and services to the Customer.

(b) disclose information about the Customer, whether collected by 360 Glass from the Customer directly or obtained by 360 Glass from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

21.2 Where the Customer is an individual the authorities under clause 21.1 are authorities or consents for the purposes of the Privacy Act 1993.

21.3 The Customer shall have the right to request 360 Glass for a copy of the information about the Customer retained by 360 Glass and the right to request 360 Glass to correct any incorrect information about the Customer held by 360 Glass.

1. 22. Unpaid Seller's Rights

22.1 Where the Customer has left any item with 360 Glass for repair, modification, exchange or for 360 Glass to perform any other service in relation to the item and 360 Glass has not received or been tendered the whole of any moneys owing to it by the Customer, 360 Glass shall have, until all moneys owing to 360 Glass are paid:

(a) a lien on the item; and

(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.

22.2 The lien of 360 Glass shall continue despite the commencement of proceedings, or judgment for any moneys owing to 360 Glass having been obtained against the Customer.

1. 23. Construction Contract Act 2002

23.1 The Customer hereby expressly acknowledges that:

(a) 360 Glass has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer, and:

(i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer; or

(ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or

(iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to 360 Glass by a particular date; and

(iv) 360 Glass has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.

(b) if 360 Glass suspends work, it:

(i) is not in breach of contract; and

(ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and

(iii) is entitled to an extension of time to complete the contract; and

(iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.

(c) if 360 Glass exercises the right to suspend work, the exercise of that right does not:

(i) affect any rights that would otherwise have been available to 360 Glass under the Contractual Remedies Act 1979; or

(ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of 360 Glass suspending work under this provision.

1. 24. General

24.1 The failure by 360 Glass to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect 360 Glass's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

24.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts of New Zealand.

24.3 360 Glass shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by 360 Glass of these terms and conditions (alternatively 360 Glass's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

24.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by 360 Glass nor to withhold payment of any invoice because part of that invoice is in dispute.

24. 360 Glass may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

24.6 The Customer agrees that 360 Glass may amend these terms and conditions at any time. If 360 Glass makes a change to these terms and conditions, then that change will take effect from the date on which 360 Glass notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for 360 Glass to provide Goods to the Customer.

24.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

24.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.