



## Terms and Conditions

### Double glazed Units

- a) **Glass** - Our guarantee covers defects in manufacturing and materials. Myra Glass warrants in relation to double or triple glazed glass units that it will (at Myra Glass's choice and after examination of the unit in place) supply replacements or refund the full price of any such unit which is found to be defective in regard to manufacture causing (a) visual obstruction because of condensation or (b) dust collection on either interior surfaces of an unbroken double glazed unit which was factory fitted by Myra Glass for up to 5 years. We do not cover units not installed by Myra glass.
- b) **Cracks due to impact, thermal stress, freezing or thawing are not covered by this warranty.**  
Scratched glass will not be covered under this warranty unless notified to the company in writing within 24 hours of delivery. Any associated costs in relation to the replacing of glass are not covered by this warranty.

Timber is a natural living product, where colour differences, knots and weeping may occur and hence these occurrences are not covered by our warranty. Furthermore, Myra Glass products are covered by product liability insurance covering damage caused by a Myra Glass product. The insurance applies if the damage is proved to be caused by a fault caused by Myra Glass. The insurance does not cover consequential loss, loss of profits or any other indirect loss.

### Toughened Glass/Tempered Glass/Flaws

- a) Tempered glass may contain matter such as undissolved batch elements, fire brick particles from the glass furnace, and nickel sulphide stones or inclusions. The presence of such matter does not render the glass defective, and normally does not impair the appearance or performance of the glass. Under some conditions, however, such materials may cause breakage, sometimes referred to as "spontaneous breakage." So-called spontaneous breakage may also be caused by damage such as surface or edge scratches, chips or gouges which can occur after **Myra Glass** has sold the glass. Spontaneous breakage can occur months or even years after installation.

**Myra Glass does not warrant its glass against the presence of such materials or against breakage of any kind or cause, including spontaneous breakage, breakage due to the presence of these materials, breakage due to damage to the glass, or breakage due to any other cause.**

- b) **Myra Glass** customers understands and accepts that toughened/tempered glass may be susceptible to breakage due to these and other causes and, by placing or proceeding with any order for tempered glass, **Myra Glass** customers agrees that it will not seek to hold **Myra Glass** responsible for any costs, damages, or injuries, including incidental or consequential damages, personal injury, or repair/replacement labour, due in whole or in part, directly or indirectly, to glass breakage. By placing or proceeding with any order for tempered glass, **Myra Glass** customers agrees to indemnify and hold **Myra Glass** harmless from any such costs, damages, or injuries brought by third parties.
- c) Toughened Glass used for splashbacks near or close to cookers, hobs and or naked flames, toughened glass is not heat proof but only heat resistant. Contact with cooking equipment such as pots/pans or anything that will conduct heat including gas flames might cause breakage, sometimes referred to as "spontaneous breakage". Prolonged exposure to the flame/heat can in some cases cause the paint to scorch or discolour. This is not covered by **Myra Glass** as it would be deemed customer fault.



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### Measurements & Dimensional Tolerances/Flaws

- a) The Goods supplied by **Myra Glass** shall be supplied as fit for the particular purpose as described in the tender/order. Minor flaws that are not visible from 2 metres are generally considered to be within industry tolerance. Dimensions +/- 3mm and no more than 3mm per metre are also considered to be acceptable. The Company will not be held responsible for measurements submitted by the customer where those measurements were recorded/undertaken by person/persons not commissioned or employed by **Myra Glass** Ltd.
- b) Templates that are provided by customers are also subject to the +/- 3mm industry tolerance. Templates provided must be measured accurately and of a hard material. Wood, Carboard, coriboard is preferred in most cases. Paper templates can rip and or get damaged, we hold no responsibility for this nor the production based on the sizes taken from paper templates.
- c) DXF or Auto Cad files will be sent directly to the machines and/or cutting equipment. No editing of details or sizes will be done by **Myra Glass**. Any size changes must be provided with a new file clearly stated with in an email.

**Myra Glass does not warrant its glass against incorrect sizes from templates or files provided by others.**

### Colour Consistency

- a) Due to the manufacturing process the coloured paint, shade and texture of coloured glass, coloured paints supplied to the Company are not always 100% consistent. This is totally beyond the control of **Myra Glass**. All efforts will be made to ensure that, as close as possible, a match to the initial choice will be used and which is acceptable to the customer.
- b) Replacement of coloured glass, paint can fade over time or as a result of direct sunlight. **Myra Glass** does not warrant its glass against this. All efforts will be made to ensure that, as close as possible. Samples will have to be accepted by customer before replacements are manufactured. Colours are not always 100% consistent with original paints.
- c) Colour Matching is done to the best of our supplier's ability, matching from raw materials such as paint, paper, wood and/or metal might not match 100% when applied to glass, this can be related to light reflecting off the glass surface.

### Supply Only Orders

The Customer acknowledges that (for supply only orders) the conditions under which the Goods may be used or applied is beyond the control of the Company. It is the responsibility of the customers to check all building regulations, rules and laws before ordering glass. **Myra Glass** can advise but hold no responsibility after the fact.

### Storage of Glass Orders

All Glass orders must be collected within 4 weeks of manufacturing unless otherwise agreed. Glass will be disposed of after this time and new glass will be chargeable to the customer. This does not include glass we are fitting.



## Cancellations/Changes

Where cancellations/changes can be made without loss they will be accepted, but it must be clearly understood that once an order has been started such or part thereof must be paid in full. When substantial part of the order as a whole has been started or completed, cancellation may be refused. It is the Customer's responsibility to check acknowledgements of orders and to notify any discrepancy immediately.

## Delivery

- a) Goods will be delivered loose (unpacked) to the preapproved location and in most cases the ground floor where specified by the customer. Deliveries must be signed for at the time. All cases of damage, shortage or mis-delivery must be reported to the Company within one day of such delivery.
- b) 3<sup>rd</sup> party carriers are fully responsible for goods collected on behalf of customers. Once the glass and or fittings have left our premises they are not covered. Any replacements will be chargeable. This includes any damaged, broken and missing items.
- c) All Glass will be delivered to the ground floor unless otherwise agree.

## Collections

- a) Goods collected must be inspected at our premises for imperfections and defects. This includes sizes, shapes, colours (if painted), cut-outs, templates, glass specifications and any other manufacturing process ordered by the customer. Once goods have left **Myra Glass**, we hold no obligations to repair or replace. Unless fault in writing can be proven.
- b) Customer's vehicles must always be prepared for the transporting of glass or good collected. **Myra Glass** will not replace any glass damaged in transit. This includes collections via 3<sup>rd</sup> parties.

## Data Protection

All personal data you provide us is used to process your orders. This data will be treated in accordance with the Data Protection principles outlined in the Data Protection Act 1998. Myra Glass is fully compliant with GDPR 2019