

GLAZING TERMS AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions shall apply to the supply of services by <<Insert name of Glazier>> or <<Address>> ("the Glazier") who are required to provide their services.

1. **Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

<p>"Agreement"</p>	<p>comprising an agreement in the form of the Schedule attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the acceptance of the Quotation;</p>
<p>"Agreed Date"</p>	<p>the date on which the provision of the Services shall commence as agreed by the Parties [as set out in Schedule 1];</p>
<p>"Agreed Times"</p>	<p>the times at which the Parties shall agree upon which the Glazier shall have access to the premises for the Job [as set out in Schedule 1];</p>
<p>"Business Day"</p>	<p>any day other than Saturday or Sunday) on which the premises are open for their full range of services at <<insert location>>;</p>
<p>"Confidential Information"</p>	<p>information disclosed by either Party, information which is confidential to the other Party pursuant to or in connection with the Agreement (whether orally or in writing, in any medium, and whether or not the information is stated to be confidential or otherwise);</p>
<p>"Customer"</p>	<p>any person or entity that requires the Services subject to these Terms and Conditions and the Agreement being a consumer for the purposes of a consumer contract as defined by the Consumer Rights Act 2015;</p>
<p>"Final Fee"</p>	<p>any sums payable which shall be payable in accordance with Clause 4 of these Terms and Conditions;</p>
<p>"Job"</p>	<p>the work to be done in full of all of the Services;</p>
<p>"Order"</p>	<p>any written or electronic initial request to acquire the Services as described in Clause 2 of these Terms and Conditions;</p>
<p>"Products"</p>	<p>any materials required for the completion of the Job which the Glazier shall procure, supply and use (whether or not supplied);</p>

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“Property”	the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Job is to take place;
“Quotation”	a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall be required to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
“Quoted Fee”	the fee which will be quoted to the Customer in the Quotation following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
“Services”	the glazing services provided by the Glazier as set out in Clause 5 of these Terms and Conditions; and
“Visit”	any occasion, scheduled or otherwise, on which the Glazier shall visit the Property to render the Services.

- 1.2 Unless otherwise stated, all references in these Terms and Conditions to any person or entity shall be deemed to include its successors and assigns.
- 1.2.1 A reference to any person or entity shall include any reference to that person or entity made by electronic transmission or similar means;
- 1.2.2 A reference to any statute or regulation shall be deemed to include any reference to that statute or regulation as amended or re-enacted at the relevant time;
- 1.2.3 A reference to these Terms and Conditions shall be deemed to include any reference to the Schedules as amended or supplemented at any time;
- 1.2.4 A reference to these Terms and Conditions shall be deemed to include any reference to these Terms and Conditions;
- 1.2.5 A reference to a Clause of these Terms and Conditions shall be deemed to include any reference to that Clause (or the Schedules) or a paragraph of the relevant Clause;
- 1.2.6 References to "parties" refer to the parties to these Terms and Conditions.
- 1.3 The Terms and Conditions are for convenience only and shall not be binding upon the interpretation of these Terms and Conditions.
- 1.4 Words in the singular number shall include the plural and vice versa.
- 1.5 References shall include any other gender.
- 1.6 References shall include corporations.

2. Orders

- 2.1 The Customer may place an Order for their Services through <<insert methods e.g. telephone, email, website>>
- 2.2 When placing an Order, the Customer shall set out, in detail, the Services required, which shall include the location and size of the Property, the type of work which work is required, the number of windows to be glazed (e.g. double glazing, stained glass etc.). [The

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Glazier shall provide the Customer with prompts for all required details [set out in the Agreement.]

the Customer which shall provide such details are set out in the

2.3 Once the Order is submitted, the Customer may not wish to provide a Quotation. The Glazier shall set out the details of the Order and Quotation respectively.

the Glazier shall, unless they do not wish to provide the Services required, prepare and submit a Quotation by email or first-class post which shall set out the details, detailed in Clauses 3 and 4

2.4 The Customer shall be bound to acceptance of the Order from the date of acceptance of the Order. The Customer shall only have effect if they are included in the Quotation or, where the Quotation is submitted by first-class post. Unless otherwise stated in writing at any time, the Order shall remain valid for acceptance within <<number of days>> issued by the Glazier.

changes to the Order and Quotation prior to acceptance of the Order but changes to a Quotation that a revised Quotation in which the Customer may accept the Order. The Customer may accept the Quotation, by telephone, email or first-class post. The Glazier may otherwise agree in writing. The Order shall remain valid for acceptance within <<number of days>> issued by the Glazier.

2.5 Notwithstanding the Order or the Customer's intention, no agreement between the Customer and the Glazier shall be effective until the Deposit has been paid in full and the Order has entered into existence and become binding.

Quotation or acceptance of an Order prior to acceptance of a Quotation, no binding agreement between the Customer and the Glazier shall exist or be enforceable. The Order and the Deposit has entered into existence and become binding.

2.6 Notwithstanding the Order, the Deposit has not been paid by the date of execution of this Agreement, the Glazier shall be bound to provide the Services, to remain valid for acceptance within <<number of days>> after the date of execution of this Agreement shall not be enforceable.

Deposit has not been paid by the date of execution of this Agreement, the Glazier shall be bound to provide the Services, to remain valid for acceptance within <<number of days>> after the date of execution of this Agreement shall not be enforceable.

3. Deposit

3.1 At the time of acceptance of the Order, the Customer shall pay a Deposit to the Glazier. The Deposit shall be <<number of days>> thereafter.

not more than <<insert period e.g. 7 days>> after the date of execution of this Agreement by a Deposit to the Glazier. The Deposit shall be <<number of days>> thereafter.

3.2 Subject to the provisions of Clause 2.5, the Deposit shall be non-refundable.

Subject to the provisions of Clause 2.5, the Deposit shall be non-refundable.

4. Fees and Payment

4.1 The Quoted Fee shall be payable for the Services and for the estimated Products and Materials. The Quoted Fee is further detailed in the Quotation.

payable for the Services and for the estimated Products and Materials. The Quoted Fee is further detailed in the Quotation [and the Services and complete the Job [and the Quoted Fee]].

4.2 The Glazier shall use only the Products (and Materials) specified in the Quotation and the Agreement; however, if the Customer requires additional Products (and Materials), the Quoted Fee shall be adjusted to reflect this. Any such increases shall be subject to a minimum.

hours to use only the Products (and Materials) specified in the Quotation and the Agreement; however, if the Customer requires additional Products (and Materials), the Quoted Fee shall be adjusted to reflect this. Any such increases shall be subject to a minimum.

4.3 In the event that the Quoted Fee or the costs of materials increase during the period between the acceptance of the Quotation and the commencement of the Services, the Glazier shall inform the Customer of such increase and of the Final Fee.

procured by the Glazier increases during the period between the acceptance of the Quotation and the commencement of the Services, the Glazier shall inform the Customer of such increase and of the Final Fee.

4.4 The Glazier shall invoice the Customer for the Final Fee when the provision of the Services and the Job is complete.

the Final Fee when the provision of the Services and the Job is complete.

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- 4.5 All in the C... within <<insert period e.g. 14 days>> of receipt by
- 4.6 Any s... in s... per... the ti... id following the expiry of the time period set out in s... incur interest on a daily basis at <<insert... se rate of <<insert name of bank>> obtaining at

5. **Services**

- 5.1 The S... the a... agree... ed in accordance with the specification set out in... n the Agreement (as may be amended by mutual
- 5.2 The C... adva... and... gara... ches, impressions, plans or similar documents in... material is intended for illustrative purposes only... vide an exact specification of the Job nor to
- 5.3 The C... matc... Prop... gara... cons... may... onable endeavours to ensure that the glass used... e Customer and is consistent throughout the... hereof). Notwithstanding this the Glazier cannot... colour, pattern or finish of the glass; nor can... throughout due to unavoidable variances which... g process of the glass.
- 5.4 The C... and s... pract... the Services are rendered with reasonable care... standard which is commensurate with best trade
- 5.5 The C... a res... be m... the J... no other parts of the Property suffer damage as... ne Services. Any damage which may occur shall... l expense to the Customer prior to completion of
- 5.6 The C... pract... they comply with any and all relevant codes of
- 5.7 The C... of the... pose of all waste that results from their rendering
- 5.8 The... board... board... shall... temp... necessary, provide temporary glazing and / or... d shall ensure that such temporary glazing or... of the Property from the elements. The Glazier... omer of any and all security risks that such
- 5.9 Follo... perio... of an... the C... Job the Customer shall have a period of <<insert... which to inspect the Job and to notify the Glazier... shall correct such defects at no additional cost to

6. **Customer's**

- 6.1 If an... partie... shall... comr... other permissions are needed from any third... anning authorities, local authorities or similar, it... sponsibility to obtain the same in advance of the... es.
- 6.2 The... Agree... that the Glazier can access the Property at the... services.

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6.3 The Customer shall provide the Glazier with a set of keys to the Property or being provided to give the Glazier access. The Glazier warrants that the keys will be used safely and securely.

6.4 The Customer shall ensure that the Glazier has access to electrical outlets and a supply of hot water.

6.5 The Customer must give the Glazier notice if the Glazier is to be required to provide the Services on a particular day or at a particular time. Such notice is given if such notice is given to the Glazier at least <<insert period e.g. 24 hours>> before the Services on a particular day or at a particular time. The Glazier's normal rate for cancelled Visits provided such notice is given to the Glazier at the Glazier's normal rate.

7. Cancellation

7.1 The Customer may cancel the Job at any time before the Agreed Date. The following provisions apply to cancellation or rescheduling:

7.1.1 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date, the Glazier shall issue a full refund of all sums paid, including the Deposit.

7.1.2 If the Customer cancels the Job before the Agreed Date but less than <<e.g. 28 days>> before the Agreed Date, the Glazier shall retain all sums paid, including the Deposit, and shall pay to the Customer any sums from any related balance payable on the Job.

7.1.3 If the Customer cancels the Job more than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Glazier shall refund to the Customer any sums paid.

7.1.4 If the Customer cancels the Job no less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Glazier shall retain all sums paid, including the Deposit, and shall deduct all such sums (excluding the Deposit) from any balance payable on the Job. The balance payable on the rescheduled Job shall be payable on the rescheduled Job.

7.1.5 If the Customer cancels the Job more than <<e.g. 14 days>> before the Agreed Date, the Glazier shall retain all sums paid and any outstanding sums shall be payable. No refund shall be issued.

7.1.6 If the Customer cancels the Job no less than <<e.g. 14 days>> before the Agreed Date, the Glazier shall retain all sums paid and any outstanding sums shall be immediately payable. No refund shall be issued. The balance payable on the rescheduled Job shall be payable on the rescheduled Job.

7.2 The Glazier may cancel the Job before the Agreed Date and shall refund all sums paid to the Customer.

8. Liability, Indemnity and Insurance

8.1 The Glazier shall enter into and maintain in force at all times suitable and valid insurance which shall cover the Glazier's liability for negligence or breach of the Agreement.

8.2 The Glazier's total liability for negligence or breach of the Agreement shall be limited to £<<insert amount>> per annum. The Glazier's liability for damage caused as a result of their negligence or breach of the Agreement shall be limited to £<<insert amount>> per annum.

8.3 The Glazier is not liable for any damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Glazier.

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- 8.4 Nothing in these Conditions or in the Agreement shall limit or exclude the recovery of damages or death or personal injury.
- 8.5 Subject to Clause 8.6, the Glazier shall indemnify the Customer against any loss, claims or proceedings arising out of the Services or any breach of these Terms and Conditions.
- 8.6 The Glazier shall indemnify the Customer against any costs, liability, damages, claims or proceedings arising out of the Customer's failure to meet any other breach of these Terms and Conditions or of
- 9. **Guarantee**
- 9.1 The product of all Services provided shall be free from defects for a period of <<insert period e.g. 12 months>> following the date of completion of the Service.
- 9.2 If any defect of the Services appears during the guarantee period of Clause 9.1 the Glazier shall rectify any and all such defects at no cost to the Customer.
- 10. **Data Protection**
- The Glazier shall protect the Customer's personal data as set out in the Glazier's <<insert document name>> Privacy Notice available from <<insert location(s)>>.
- 11. **Confidentiality**
- 11.1 Except as required by law, Clause 11.2 or as authorised in writing by the other Party, neither Party shall disclose Confidential Information at any times during the continuance of the Agreement and [<<insert number of years>> years] after its termination:
 - 11.1.1 Confidential Information;
 - 11.1.2 Confidential Information to any other party;
 - 11.1.3 Confidential Information for any purpose other than as contemplated by the Agreement, subject to the terms of the Agreement;
 - 11.1.4 Confidential Information, in any form, of, record in any way or part with possession of Confidential Information; and
 - 11.1.5 Confidential Information if its directors, officers, employees, agents, sub-contractors or subcontractors does any act which, if done by that Party, would breach any of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.
- 11.2 Either Party shall disclose Confidential Information to:
 - 11.2.1 its directors, officers, employees, agents, subcontractors or subcontractors; or
 - 11.2.2 a contractor or supplier of that Party;
 - 11.2.3 a government, governmental or other authority or regulatory body; or
 - 11.2.4 any other person, agent or officer of that Party or of any of the other Parties or their related persons, parties or bodies;
 - 11.2.5 where it is necessary for the purposes contemplated by the Agreement, including, but not limited to, the provision of the Services, or as required by law. In each case that Party shall first

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nes, public knowledge through no
use or disclosure, that Party must
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11.3 The provisions of t
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continue in force in accordance with
of the Agreement for any reason.

12. Force Majeure

12.1 No Party to the Agr
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any failure or delay in performing
ay results from any cause that is
y ("Force Majeure"). Such causes
e, internet service provider failure,
ns, earthquakes, acts of terrorism,
n or any other similar or dissimilar
in question.

12.2 [In the event that a
thereunder as a re
period>>, the other
written notice at the
Parties shall agree
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any prior contractua
of the Agreement.]

t cannot perform their obligations
or a continuous period of <<insert
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13. Termination

13.1 Either Party may im
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to an administration order (within
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13.1. If an individual or firm, has a bankruptcy order or a company, goes into liquidation (except for a merger, amalgamation or re-construction and in such a case the company resulting therefrom effectively agrees to be bound by the obligations imposed on that other Party under

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13.1.1. In relation to any of the foregoing under the law of any jurisdiction, in relation to that other Party;

13.1.2. If the Party ceases, or threatens to cease, to carry on business; or

13.1.3. If the Party is acquired by any person or connected person, or is placed under the control of that other Party on the date of the breach, for the purposes of this Clause 13, "control" and "connected person" shall have the meanings ascribed thereto by sections 1272 and 1273 respectively of the Corporation Tax Act 2010.

13.2 For the purposes of clause 13.1.2, a breach shall be considered capable of being remedied if the Party which can comply with the provision in question in all respects

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13.3 Where a Party breaches the Agreement under sub-Clause 13.1, the amount(s) received from it shall be refunded in full, and it shall be liable to pay the amount(s) payable under the Agreement.

13.4 The remedies available under the Agreement shall not prejudice any other right or remedy available to the Party in respect of the breach concerned (if any) or any other breach of the Agreement.

14. **Effects of Termination**

Upon the termination of the Agreement, the Party shall be liable to the other for any reason:

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14.1 any sum payable by the Party to the other under any of the provisions of the Agreement shall be immediately due and payable;

14.2 all Claims, whether or not expressly or by their nature, relate to the period after the termination of the Agreement shall remain In full force and effect;

14.3 termination of the Agreement shall not prejudice any right to damages or other remedy which the Party may have in respect of the event giving rise to the termination or in respect of damages or other remedy which any Party may be entitled to in respect of a breach of the Agreement which exist at or before the date of termination;

14.4 subject to clause 14 and except in respect of any accrued rights, the Party shall have no further obligation to the other; and

14.5 each Party shall, to the extent referred to in Clause 11) immediately upon termination, or indirectly, any Confidential Information, and shall deliver to the other Party any documents in its possession or control containing any Confidential Information.

15. **No Waiver**

No failure or omission to exercise any of its rights under the Agreement shall be deemed to be a waiver of any subsequent breach of the Agreement, and no waiver by either Party of a breach shall be deemed to be a waiver of any subsequent breach of the Agreement.

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16. **Further Assurance**

Each Party shall execute such deeds, documents and things as may be necessary to carry the Agreement into full force and effect.

17. **Costs**

Subject to any provisions incidental to the negotiation of the Agreement, each Party shall pay its own costs of and in connection with the negotiation and carrying into effect of the Agreement.

18. **Set-Off**

Neither Party shall be entitled to set-off or to retain or to receive or to sue for or to recover sums received in respect of the Agreement or any other agreement at any time.

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, the Agreement shall be personal to the Parties. Neither Party shall be permitted to assign, charge (otherwise than by way of a floating charge) or otherwise to create a security interest thereunder, or sub-contract any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.]

19.2 [The Glazier shall be permitted to subcontract any or all of the obligations undertaken by it through any other member or sub-contractors. Any subcontracting shall, for the purposes of this Clause, be deemed to be an act or omission of the Glazier.]

20. **Time**

[The Parties agree that all time periods specified in the Agreement shall be of the essence of the Agreement.]

OR

[The Parties agree that the time periods specified in the Agreement are for guidance only and are not intended to be of the essence of the Agreement and may be varied by mutual agreement between the Parties.]

21. **Relationship of the Parties**

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other relationship between the Parties other than the contractual relationship expressed in the Agreement.

22. **Third Party Rights**

No part of the Agreement shall be intended to confer any rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

23. **Notices**

23.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the designated officer of the Party giving the notice.

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23.2 Notice shall have been duly given:

23.2.1 delivered by courier or other messenger (including normal business hours of the recipient; or

23.2.2 sent by e-mail and a successful return receipt is

23.2.3 one business day following mailing, if mailed by national prepaid.

In each case, the notice shall be addressed to the most recent address or e-mail address of the Party.

24. **Entire Agreement**

24.1 This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the authorised representatives of the Parties.

24.2 Each Party warrants that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted.

25. **Counterparts**

The Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. Each counterpart of which when so executed and delivered shall be a duplicate of the original. All counterparts together shall constitute one and the same instrument and all shall be effective until each Party has executed at least one counterpart.

26. **Severance**

In the event that any provision of the Agreement and/or of these Terms and Conditions is held to be unlawful, invalid or otherwise unenforceable, that provision shall be severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall remain valid and enforceable.

27. **Dispute Resolution**

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement by negotiation through their appointed representatives who have agreed to be bound by the decision of such disputes.

27.2 [If negotiations under Clause 27.1 do not resolve the matter within 14 days of a written invitation to negotiate, the parties will attempt to resolve the matter in good faith through an agreed Alternative Dispute Resolution procedure.]

27.3 [If the dispute is not resolved under sub-Clause 27.2 does not resolve the matter within 14 days of the initiation of that procedure, or if either Party will not participate in the procedure, the dispute may be referred to arbitration.]

27.4 The seat of arbitration under sub-Clause 27.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration and Mediation in the Parties. In the event that the Parties are

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Rules for Arbitration, either Party
r Party, apply to the President or
Chartered Institute of Arbitrators for
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27.5 Nothing in this Cl
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either Party or its affiliates from
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27.6 The decision and o
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both Parties.

28. **Law and Jurisdiction**

28.1 The Agreement a
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shall be governed b
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Conditions (including any non-
herefrom or associated therewith)
ordance with, the laws of England

28.2 Subject to the provi
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Conditions (includi
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e Agreement or these Terms and
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fall within the [non-] exclusive
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SCHEDULE 1

AGREEMENT

made the day of

BETWEEN:

- (1) <<Name of registered in <<Country of Registration>> under
number <<C number>> whose registered office is at] **OR** [of]
<<insert Add d
- (2) <<Name of C registered in <<Country of Registration>> under
number <<C number>> whose registered office is at] **OR** [of]
<<insert Add

WHEREAS:

- (1) The Glazier s and hereby agrees to provide those services,
as specified n accordance with, and subject to, the Quotation,
the Terms a greement.
- (2) The Custom he Glazier's services in accordance with, and
subject to, th and Conditions and this Agreement.

IT IS AGREED as f

1. The Agree

- 1.1 Any a s Agreement", "the Agreement", "the Terms and
Conc d Conditions" or the Quotation, shall be deemed
to re the attached Terms and Conditions or the
Quot constitute a contract for the provision of the
Servi and the Customer.
- 1.2 By ex on <<insert date>>, the Parties hereby agree to
be bo he Terms and Conditions, the Quotation, and the
provi
- 1.3 This nto effect upon its execution by both Parties and
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2. The Service

The Service e Agreed Date of <<insert date>> and shall be
provided du of <<insert times>> at the Property located at
<<insert add

Specification / Des	Relevant Dates / Times

3. Fees and P

<<Insert full sums due as detailed in the Quotation>>

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4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes);
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party agrees that an electronic signature will be as conclusive of a Party's intention as a manuscript signature. The Agreement as if signed by that Party by means of their manuscript signature.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, and the same has been duly executed the day and year first above written.

SIGNED by
<<Name and Title of Party>>
for and on behalf of <<Party>> Blazier>>

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of Party>>
for and on behalf of <<Party>> Customer>>

In the presence of
<<Name & Address of Witness>>