

Customer Non-Solicitation and Non-Circumvention Terms

The customer-specific, time-limited terms preventing an approved GLAZIE supplier from turning a marketplace introduction into a direct sales relationship: what is protected, what is expressly permitted, the carve-outs for existing and independently acquired customers, and the practical conduct rules.

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Parties

Party	Details
GLAZIE	GLAZIE LTD, company number 12310620, registered in England and Wales, registered office at 56 Ashgrove Road, Ilford, London, IG3 9XD (GLAZIE).
Supplier	The approved supplier identified in the supplier application through which these Terms are accepted, as confirmed in its Commercial Schedule (the Supplier).

1. Parties and purpose

1.1 These Customer Non-Solicitation and Non-Circumvention Terms (Terms) form part of the Supplier Service Agreement between GLAZIE and the Supplier.

1.2 GLAZIE invests in attracting Customers, providing the marketplace and ordering technology, establishing the commercial relationship, taking payment as merchant of record, handling support and warranty interactions, and allocating fulfilment to approved suppliers.

1.3 The Supplier may receive access to Customer identity, contact or delivery information solely because GLAZIE has allocated an Order to it. These Terms protect GLAZIE's legitimate interests in those customer connections, confidential marketplace information and the integrity of the GLAZIE contracting model.

1.4 These Terms are not intended to prevent the Supplier competing generally, advertising to the public, serving customers independently acquired without use of GLAZIE information, or carrying on its existing business. Each restriction is intended to go no further than reasonably necessary to prevent circumvention of GLAZIE in relation to Protected Customers.

2. Definitions

Business Day: as defined in the Supplier Service Agreement.

Existing Supplier Customer: a person or organisation with whom the Supplier can reasonably evidence a genuine direct commercial relationship for relevant goods or services before the Supplier first learned of that person or organisation through GLAZIE.

GLAZIE Customer Data: Customer personal data, business contact data, delivery or collection information, Order information, communications and other Customer-related information obtained from GLAZIE, the

Supplier Portal or because of a GLAZIE Order.

Marketplace Business: the manufacture, processing, supply, sale or fulfilment of glass, glazing units, processed glass, mirrors, related glass products and substantially similar or substitutable products or services offered through GLAZIE from time to time.

Protected Customer: a Customer or business customer organisation that the Supplier first identifies, learns about, contacts or fulfils for through GLAZIE, excluding an Existing Supplier Customer to the extent of the pre-existing relationship.

Protected Period: during the Supplier relationship and, for each Protected Customer, 12 months after the later of (a) termination of the Supplier relationship and (b) the Supplier's most recent GLAZIE Order, delivery, collection, remake, warranty or support interaction involving that Protected Customer.

Solicit: to target, entice, encourage, invite or attempt to persuade a Protected Customer to place business directly with the Supplier or another person outside GLAZIE. It includes targeted marketing, quotations, discounts, direct-account invitations and requests to move a future purchase away from GLAZIE.

Words defined in the Supplier Service Agreement have the same meaning here unless these Terms say otherwise.

3. Core non-solicitation obligation

3.1 During the Protected Period, the Supplier must not, directly or indirectly, Solicit a Protected Customer for Marketplace Business without GLAZIE's prior written consent.

3.2 In particular, the Supplier must not use a Protected Customer's identity, email address, telephone number, delivery address, project information or other GLAZIE Customer Data to:

- send direct marketing or remarketing communications;
- offer a direct price, discount, quotation or off-platform ordering route;
- invite the Protected Customer to open a direct trade or retail account with the Supplier;
- encourage the Protected Customer to contact the Supplier first for future Marketplace Business;
- add the Protected Customer to the Supplier's own CRM, prospect list, mailing list, audience or advertising segment for independent sales activity; or
- pass the opportunity or Customer information to an affiliate, employee, agent, distributor, reseller or other person so that they can do something the Supplier is prohibited from doing.

4. Non-circumvention and direct dealing

4.1 During the Protected Period, the Supplier must not knowingly accept, contract for or fulfil Marketplace Business directly for a Protected Customer where the opportunity arose from the GLAZIE introduction, the Supplier's fulfilment of a GLAZIE Order, or use of GLAZIE Customer Data, unless GLAZIE gives prior written consent.

4.2 If a Protected Customer asks the Supplier for a direct quotation, direct account, off-platform payment route or future direct order, the Supplier must politely redirect the commercial enquiry to GLAZIE and must not use that contact as a sales lead.

4.3 The Supplier must notify GLAZIE of a material direct-order or account-opening request from a Protected Customer within 2 Business Days, using the Supplier Portal or another approved route. The notice should use the GLAZIE Order reference where possible and should not create unnecessary additional copies of Customer personal data.

4.4 The Supplier must not structure a transaction through another company, related person, subcontractor, website, telephone order, cash payment or other channel for the purpose or effect of avoiding these Terms.

5. Permitted operational contact

5.1 These Terms do not prevent communications reasonably necessary to manufacture, dispatch, deliver, collect, verify handover, investigate a fault, carry out a remake, meet a product-safety obligation or perform another task expressly authorised by GLAZIE.

5.2 Operational contact must remain limited to the task. Supplier personnel must not attach brochures, price lists, discount codes, direct-account forms, business-development messages or invitations to buy directly.

5.3 Where practical, material customer-service, complaint and warranty communications should be routed through or copied into the GLAZIE-approved workflow so that GLAZIE can remain the customer-facing contractual interface.

6. Customer-initiated contact

6.1 A Customer initiating contact does not by itself remove the protection of these Terms. The Supplier may answer a necessary operational, technical or safety question, but must redirect a commercial enquiry for Marketplace Business to GLAZIE during the Protected Period.

6.2 Nothing prevents the Supplier responding to an emergency or a legal, regulatory or product-safety obligation. Any commercial follow-on remains subject to these Terms.

6.3 If a Customer independently becomes an Existing Supplier Customer after the GLAZIE introduction, that later relationship does not retrospectively remove the protection of the GLAZIE introduction unless GLAZIE agrees in writing.

7. Existing and independently acquired customers

7.1 These Terms do not apply to an Existing Supplier Customer to the extent the Supplier can reasonably evidence the pre-existing relationship without relying on data first obtained through GLAZIE.

7.2 Evidence may include dated invoices, CRM history, account records, quotations, contracts or communications predating the GLAZIE introduction. The Supplier need not proactively disclose its customer list to GLAZIE merely to rely on this clause.

7.3 General advertising, a public website, trade-show activity and non-targeted marketing are not prohibited merely because a Protected Customer happens to see them, provided the Supplier did not target that Customer using GLAZIE Customer Data or knowledge gained through GLAZIE.

7.4 The Supplier remains free to deal with a genuinely independently acquired customer that is not a Protected Customer.

8. No misuse of manufacturer visibility

8.1 Product markings, manufacturing labels, delivery documentation or legally required traceability may identify the Supplier. The Supplier must not use that visibility as an invitation to bypass GLAZIE.

8.2 Where the Supplier's name is visible to a Customer, the Supplier must not represent that the Customer contracted with the Supplier, replace GLAZIE paperwork with its own retail invoice, or suggest that future purchases should be placed directly.

8.3 Nothing in this clause requires removal or concealment of information that product-safety, tax, transport, standards or traceability law requires to appear.

9. Customer data and marketing

9.1 The Supplier's use of GLAZIE Customer Data is additionally governed by the Data Processing Terms. A use prohibited by the Data Processing Terms is not made permissible merely because it might also fall within

these Terms.

9.2 The Supplier must not retain Customer contact data for future sales activity after the operational purpose has ended. Retention periods are those in Schedule 2 of the Data Processing Terms; these Terms do not set a different one.

9.3 The Supplier must not upload GLAZIE Customer Data to advertising platforms, lookalike audiences, data brokers, marketing automation tools or independent sales systems for the purpose of acquiring or remarketing to GLAZIE Customers.

10. Supplier personnel, affiliates and subcontractors

10.1 The Supplier must ensure that its directors, employees, workers, agents and subcontractors who receive GLAZIE Customer Data or interact with Protected Customers understand the restrictions relevant to their role.

10.2 The Supplier must not procure, authorise or knowingly permit an affiliate or other person under its control to circumvent these Terms.

10.3 This clause does not make the Supplier responsible for independent conduct of an unrelated third party that the Supplier neither authorised nor assisted.

11. Suspension, investigation and evidence

11.1 If GLAZIE reasonably suspects material circumvention, it may pause new allocations to the Supplier while the issue is investigated, in accordance with the Supplier Service Agreement.

11.2 Each party must preserve relevant records reasonably required to investigate a suspected breach, while complying with applicable data-protection law and avoiding unnecessary retention of personal data.

11.3 GLAZIE may ask the Supplier to explain an identified transaction or Customer contact and to provide proportionate evidence of an Existing Supplier Customer relationship or permitted operational purpose.

12. Remedies

12.1 A material breach may cause loss that is difficult to remedy solely by damages. Subject to applicable law, GLAZIE may seek injunctive or other equitable relief in addition to contractual remedies.

12.2 GLAZIE may recover losses actually caused by a breach, subject to the liability framework and any applicable limitations in the Supplier Service Agreement.

12.3 These Terms do not impose an automatic penalty or fixed liquidated damages amount. Any settlement deduction, set-off or recovery must have a proper contractual and accounting basis under the Supplier Service Agreement and applicable law.

12.4 GLAZIE's remedies may include suspension or termination of the Supplier relationship where permitted by the Supplier Service Agreement.

13. Competition and proportionality

13.1 The parties intend these Terms to protect GLAZIE's customer connections and marketplace investment, not to eliminate lawful competition.

13.2 Nothing in these Terms:

- requires the Supplier to stop selling generally to the market;
- prevents the Supplier setting its own prices for its independent business;
- requires exclusivity to GLAZIE;

- restricts business with customers independently acquired without use of GLAZIE information; or
- is intended to require conduct prohibited by competition law.

13.3 If a restriction is found unenforceable in a particular respect, the parties intend any legally severable part to remain effective. A court may sever wording only to the extent permitted by law; this clause does not authorise GLAZIE to impose a broader restraint than the agreement properly permits.

14. Term and survival

14.1 These Terms take effect on the same date as the Supplier Service Agreement or the date the Supplier validly accepts these Terms, whichever is later.

14.2 The obligations that expressly apply during the Protected Period survive termination for the applicable period.

14.3 Termination does not remove liability for a breach that occurred before termination.

15. Relationship with other supplier terms

15.1 The Supplier Service Agreement governs the overall commercial relationship, allocation, suspension, termination, liability and dispute process.

15.2 The Data Processing Terms govern processing of Customer personal data.

15.3 If there is a conflict, the more specific provision governing the relevant subject matter prevails, while the documents should otherwise be read consistently.

16. Governing law

16.1 These Terms are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction, subject to any mandatory law.

Schedule 1 — Practical conduct rules

This schedule is how the clauses above look on an ordinary working day. It illustrates them; it does not replace them.

Situation	Permitted	Not permitted
Delivery driver needs to call the recipient	Call only to coordinate the GLAZIE delivery, using the approved contact details for that purpose.	Pitch direct supply, leave a personal sales number, offer a discount for the next order, or add the recipient to marketing.
Customer asks who manufactured the glass	Answer factually where appropriate and comply with required product and traceability markings.	Use the question to invite future direct orders or suggest GLAZIE is unnecessary.
Customer calls the Supplier after seeing a manufacturer marking	Answer a genuine safety or technical question, and redirect commercial enquiries to GLAZIE.	Quote directly, open a direct account, or accept an off-platform order during the Protected Period.

Situation	Permitted	Not permitted
Supplier already traded with the same business before GLAZIE	Continue the genuine pre-existing relationship to the extent it can be evidenced.	Use new GLAZIE contact or project data to expand the pre-existing relationship into circumvention of a GLAZIE opportunity.
General advertising seen by a Protected Customer	Untargeted public advertising not based on GLAZIE data.	Target the Customer using GLAZIE data, upload them to an ad audience, or remarket specifically because of the GLAZIE Order.
Complaint or remake	Communicate as needed under GLAZIE's support and remake workflow.	Convert the complaint conversation into a direct sales lead.
Customer asks for a direct price	Politely redirect to GLAZIE, and notify GLAZIE of the material request.	Provide a direct quote, accept payment, route through an affiliate, or ask the Customer to avoid the platform.

Schedule 2 — Protected Customer decision guide

An operational guide for deciding whether a Customer is protected, not a replacement for the clauses above.

Question	If yes	If no
Did the Supplier know or trade with the Customer before GLAZIE introduced them?	The Existing Supplier Customer carve-out may apply to the evidenced pre-existing relationship.	Continue.
Did the opportunity, contact detail or project become known through GLAZIE or a GLAZIE Order?	Treat the Customer as a Protected Customer.	The restriction may not apply; confirm there is no use of GLAZIE data.
Is the proposed contact necessary to manufacture, deliver, collect, investigate or meet a legal or safety obligation?	Operational contact is permitted, limited to that purpose.	Continue.
Is the contact intended to generate independent sales, a direct account, a quotation or a future order?	Do not proceed without GLAZIE's written consent; redirect the Customer.	The contact may proceed if otherwise permitted.

Question	If yes	If no
Is the Protected Period still running?	The non-solicitation and non-circumvention obligations apply.	General competition after the period is permitted, subject to confidentiality, data protection and any continuing legal obligations.

Acceptance

These Terms are accepted electronically. By ticking the Non-Solicitation Terms box in the supplier application, the person completing the application confirms on behalf of the Supplier that they have read these Terms, have authority to bind the Supplier to them, and accept them.

GLAZIE records the version number and a SHA-256 fingerprint of the exact text accepted, the accepting user and account, the date and time, and, where available, the IP address and browser used. An earlier acceptance is never overwritten by a later version: each accepted version remains provable, and a copy of the accepted version can be downloaded from the published page at any time.

For GLAZIE LTD: Rehan Jamil, Director.

Version history

- Version 1.0, 1 September 2026: first published version.