GLAZIE

Supplier Service Agreement

The standard terms on which a glass manufacturer or processor joins the GLAZIE supplier network: onboarding, catalogue and pricing control, order acceptance, quality, fault responsibility, settlement, data and exit.

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GLAZIE LTD · Company No. 12310620 · VAT No. GB 336090512 · Registered in England & Wales · 56 Ashgrove Road, Ilford, London, IG3 9XD

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 business identified in the supplier application through which this Agreement is accepted, as confirmed in its Commercial Schedule (Supplier).

Background

A. GLAZIE operates an online marketplace and related technology for made-to-measure glass products.

B. GLAZIE acts as merchant of record for marketplace customer transactions and procures manufacture and fulfilment from approved suppliers.

C. The Supplier manufactures and/or processes glass products and wishes to participate in the GLAZIE supplier network as an additional, non-exclusive sales channel.

D. The parties wish to set out the terms governing supplier onboarding, catalogue and pricing, order acceptance, manufacture, fulfilment, quality, remakes, settlement and exit.

Agreement structure and order of precedence

This Supplier Service Agreement is read together with the documents below. If there is a conflict, the following order of precedence applies unless a document expressly says otherwise:

1. The Supplier Commercial Schedule (Schedule 2), but only for supplier-specific commercial variables and negotiated overrides.
2. This Supplier Service Agreement and its schedules.
3. The Self-Billing Agreement.
4. The Data Processing Terms.
5. The Non-Solicitation Terms.
6. An accepted Order, but only for that Order's specification, price, quantity, production date, delivery date and agreed per-order variations.

1. Definitions and interpretation

Accepted Specification: the complete product and fulfilment specification presented to the Supplier for an Order, including dimensions, glass make-up, processing, quantity, delivery or collection method, address and any accepted drawings, notes or attachments.

Business Day: a day other than Saturday, Sunday or a public holiday in England on which banks in London are open for business, unless the Commercial Schedule states a different working calendar for an operational SLA.

Customer: a person or business purchasing through the GLAZIE marketplace.

Commercial Schedule: Schedule 2 to this Agreement, recording the Supplier's details and the commercial variables that apply to it.

Effective Date: the date on which the Supplier accepts this Agreement through the supplier application, unless the Commercial Schedule states a different date.

GLAZIE Customer: a Customer introduced to the Supplier through the GLAZIE marketplace or through a GLAZIE marketplace Order.

Marketplace: the GLAZIE customer-facing website, checkout, supplier portal, APIs and related operational systems.

Order: a marketplace fulfilment request allocated or presented to the Supplier and containing an Accepted Specification and Supplier Price.

Review Window: the period after a Customer places an Order during which the Customer may check, amend or cancel it before it is released for manufacture (30 minutes at the date of this version).

Service Class: the tier assigned to the Supplier under Schedule 5: provisional, standard, trusted, preferred or restricted.

Supplier Price: the net manufacturing and fulfilment amount published or otherwise agreed by the Supplier for the relevant Order, excluding VAT unless stated otherwise.

Supplier Portal: the GLAZIE online workspace used for supplier setup, catalogue, pricing, delivery, capacity, orders, settlements, tickets and related functions.

2. Appointment and non-exclusivity

2.1 GLAZIE appoints the Supplier, and the Supplier accepts appointment, as a non-exclusive manufacturer and/or fulfiller of eligible marketplace Orders, subject to this Agreement and the Supplier remaining approved and operationally eligible.

2.2 The Supplier may continue to operate its existing website, trade accounts, direct customers and other sales channels. Nothing in this Agreement requires the Supplier to give GLAZIE exclusivity.

2.3 GLAZIE may appoint other suppliers, including suppliers covering the same postcodes or product families.

2.4 GLAZIE does not guarantee the Supplier any minimum number, value or frequency of Orders.

3. Supplier approval, onboarding and go-live

3.1 Participation is subject to GLAZIE approving the Supplier's application and the Supplier completing the operational setup required for the marketplace.

3.2 Legal approval does not by itself mean the Supplier is live for Orders. GLAZIE may require the Supplier to complete or maintain the following before Orders are routed or allocated:

- accurate legal, contact, VAT and business details;
- the required supplier agreements and compliance information;
- a published supplier catalogue with valid, non-zero prices for the products offered;
- at least one active delivery zone or an approved collection arrangement;
- at least one active production line and a current capacity calendar;
- any payout, bank or finance readiness checks required by GLAZIE; and
- any supplier-specific compliance, accreditation or pilot requirements stated in the Commercial Schedule.

3.3 The Supplier must keep its setup information accurate and promptly update anything that changes materially.

3.4 GLAZIE may operate its own controlled launch for a Supplier before automated routing is enabled, for example by allocating Orders manually under clause 6.1. This does not limit the products, areas or capacity the Supplier chooses to make available (clause 5.6).

4. Catalogue, products and Supplier pricing

4.1 The Supplier decides which supported product families and products it makes available through the Marketplace, subject to GLAZIE's technical and safety rules.

4.2 The Supplier controls the manufacturing prices it publishes. A price-book import, extraction tool or AI-assisted workflow may prepare data for review, but no Supplier Price is to become live solely because a document has been uploaded or interpreted by an automated system.

4.3 The Supplier is responsible for reviewing and approving catalogue data before publication, including prices, minimum charges, technical data, thicknesses, product limitations, maximum sizes, heat-treatment rules and other manufacturing constraints.

4.4 Catalogue changes apply to new Orders after publication. An Order already placed keeps the Supplier Price and commercial data recorded for that Order.

4.5 Unless expressly stated in the Commercial Schedule, there is no application fee, setup fee, monthly software subscription or listing fee.

4.6 GLAZIE forms the Customer price by adding a marketplace margin on top of the Supplier Price. The margin is never deducted from the Supplier Price: the Supplier receives the Supplier Price it published for every accepted and properly fulfilled Order, subject only to this Agreement.

4.7 GLAZIE sets the margin for each Supplier, and may set different margins by product family or category, within the range GLAZIE publishes from time to time (7.5% to 20% of the Supplier Price at the date of this version). GLAZIE will make an indicative average margin rate available to the Supplier in the Supplier Portal.

4.8 Where seller-priced marketplace mode is not enabled for a product, GLAZIE may control the Customer price and allocate Orders operationally. The Supplier remains entitled to the Supplier Price recorded for an accepted Order, subject to this Agreement.

5. Delivery areas, collection, lead times and capacity

5.1 The Supplier controls the delivery or collection settings made available through its account, subject to platform validation.

5.2 The Supplier may configure delivery zones, delivery charges, delivery lead times, optional free-delivery thresholds, optional minimum order values, collection locations, production lines, working days, daily output and exception dates where those controls are supported by the Supplier Portal.

5.3 Delivery zones may be restricted, switched off or otherwise changed for future Orders. Changes do not retrospectively alter an accepted Order.

5.4 The Supplier must set lead times and capacity honestly and keep them current. Capacity information is used for planning and eligibility, but unless GLAZIE expressly confirms otherwise in the Commercial Schedule it is not a guaranteed hard reservation of factory capacity for every Customer browsing the Marketplace.

5.5 If the Supplier needs a full temporary pause on new marketplace work, it must use any available pause control or notify GLAZIE promptly. If an individual Order cannot be fulfilled, the Supplier must use the Order exception process under clause 7.

5.6 There is no limit on the scope a Supplier may operate. The Supplier may start with a small product range and delivery area and activate further product families, products, delivery zones and collection locations at any time through the Supplier Portal, subject to platform validation and clause 3.

6. Order allocation

6.1 GLAZIE may allocate Orders manually during a pilot or other controlled operation.

6.2 Where automated seller-priced routing is enabled, an eligible Supplier may be considered only if it covers the relevant destination and can price the complete basket under its published catalogue and fulfilment policy.

6.3 Where more than one eligible supplier can fulfil the same basket, GLAZIE may use automated allocation rules. The current marketplace design may consider customer price, supplier cost, coverage specificity, reliability, capability and other operational factors. GLAZIE may evolve the routing model provided it does not alter an already accepted Order or silently change the Supplier's published price.

6.4 GLAZIE does not promise that the Supplier will receive Orders merely because it covers a postcode or offers the lowest manufacturing price.

6.5 GLAZIE may keep its allocation logic, cross-supplier ranking logic and marketplace optimisation methods confidential.

7. Order notification, acceptance and exceptions

7.1 An Order may appear in the Supplier Portal and may also be notified by email or other configured channel.

7.2 Allocation or notification alone does not make the Supplier contractually committed to manufacture the Order. Only the Supplier's acknowledgement under clause 7.3 does.

7.3 The Supplier accepts an Order by completing the marketplace acknowledgement. The acknowledgement is intended to confirm that the Supplier:

- has received and reviewed the full manufacturing specification;
- accepts the Supplier Price recorded for the Order;
- accepts the required production and delivery date;
- confirms the production location;
- has no known capacity, material or manufacturing conflict; and
- accepts the applicable per-order SLA requirements.

7.4 If the Supplier cannot fulfil an Order, or does not wish to accept it, it must pass the Order back by raising an exception with an accurate reason before the acknowledgement window in Schedule 1 expires. GLAZIE may then reallocate or cancel that Order. Passing an Order honestly within the window is not a breach, but repeated passes and expired windows count against the Supplier under Schedule 5.

7.5 Before accepting, the Supplier must check the Accepted Specification. A specification error that a competent manufacturer would reasonably have identified from the specification (for example impossible dimensions, a missing thickness or a make-up that cannot be manufactured) must be raised as an exception before acceptance. If the Supplier accepts and manufactures such a specification without querying it, the resulting remake is treated as a Supplier manufacturing fault under Schedule 3.

7.6 After acceptance, the Supplier must not cancel, substitute, delay or materially change the Order without GLAZIE's approval, except where necessary to protect safety or comply with law. Any problem must be raised immediately through the agreed exception or support route.

7.7 The acknowledgement window and reminder process are set out in Schedule 1. There is no deemed acceptance: an Order is never treated as accepted because the Supplier did not respond. An Order that is not accepted within the window passes to the next eligible supplier.

8. Manufacture, quality and compliance

8.1 The Supplier must manufacture each accepted Order in accordance with the Accepted Specification, this Agreement, its published technical constraints and all applicable legal, safety, product, marking and traceability requirements.

8.2 The Supplier must use materials and processes reasonably suitable for the ordered product and must not knowingly substitute a material, glass type, coating, spacer, gas, interlayer, heat treatment or other material characteristic without written approval where the substitution could affect appearance, performance, safety, compliance or price.

8.3 Before marking an Order ready or dispatched, the Supplier must carry out appropriate quality checks for the product, including as applicable:

- dimensions and quantity against the Accepted Specification;
- glass make-up, thickness, coating, interlayer, spacer, gas and processing;
- visible damage, edge condition and workmanship;
- required heat treatment, safety classification, marking and traceability;
- packaging and protection suitable for the agreed delivery or collection method; and
- any Order-specific drawing, hole, notch, cut-out, shape, decorative or specialist requirement.

8.4 The Supplier must maintain sufficient production and quality records to investigate complaints, remakes or warranty issues for the period required by law or the Commercial Schedule.

8.5 The Supplier must promptly tell GLAZIE if it discovers a safety, compliance, batch, product or traceability issue that may affect an accepted or completed marketplace Order.

9. Production status, dispatch, delivery and collection

9.1 The Supplier must keep the Order status reasonably current using the stages supported by the Supplier Portal, including production started, quality checked/ready and dispatched where applicable.

9.2 On dispatch, the Supplier must provide the carrier, tracking reference and dispatch note where those details are available or required.

9.3 The Supplier remains responsible to GLAZIE for proper handling, packaging and any damage caused by the Supplier, its employees, its own vehicles or any carrier engaged by the Supplier.

9.4 If GLAZIE appoints a separate carrier, carrier-only damage will be handled under clause 12 and Schedule 3. The Supplier must still provide reasonable evidence and cooperation.

9.5 For collection Orders, the Supplier must make the Order available at the agreed collection location, verify collection in the agreed manner and avoid collecting any additional retail payment from the Customer unless

GLAZIE has expressly authorised it.

10. Customer relationship and communications

10.1 GLAZIE is the merchant of record for marketplace Customer transactions. GLAZIE manages the Customer-facing transaction, payment and VAT invoice.

10.2 The Supplier must not issue substitute retail paperwork, request payment from the Customer for a marketplace Order, or present itself as replacing GLAZIE as the contracting seller to the Customer.

10.3 Customer-facing complaints, refunds and warranty requests are coordinated through GLAZIE. The Supplier must provide information, evidence, investigation and remedial support reasonably requested by GLAZIE.

10.4 The relationship is not based on absolute manufacturer anonymity. For delivery Orders the Supplier's name is not shown to the Customer before checkout, and is shown after the Order is placed (for example on the order confirmation and dispatch communications). For collection Orders the collection location, including the Supplier's branch name, is shown to the Customer at checkout. The Supplier's identity may also be visible wherever required for lawful product traceability, standards marking, safety or other operational purposes.

10.5 The separate Non-Solicitation Terms govern use of marketplace Customer relationships for direct marketing, direct account opening and bypassing the Marketplace.

11. Complaints, inspection, evidence and corrective action

11.1 GLAZIE may ask the Supplier to investigate a complaint or suspected defect. The Supplier must respond within the applicable SLA in Schedule 1 and provide reasonable evidence such as production records, photographs, measurements, batch details or quality notes.

11.2 A request for evidence is not, by itself, an admission of Supplier liability.

11.3 GLAZIE may require a remake, replacement, inspection, technical explanation or other corrective action where the evidence reasonably indicates Supplier responsibility.

11.4 The Supplier may dispute a proposed Supplier-fault finding or settlement deduction through the agreed dispute route. If an appeal is upheld, GLAZIE will make the corresponding adjustment or compensating ledger entry rather than silently rewriting the original transaction.

12. Fault allocation, remakes, refunds and chargebacks

12.1 Responsibility is determined by the evidence and the fault categories in Schedule 3.

12.2 Supplier manufacturing fault and Supplier delivery damage may be recovered from Supplier settlement, subject to the liability limits and procedures in this Agreement and the Commercial Schedule.

12.3 A Customer measurement error or Customer specification error is not a Supplier manufacturing fault where the Supplier correctly manufactured the Accepted Specification. The Customer confirms the specification at checkout and may amend or cancel during the Review Window; after the Review Window closes the specification is final as between GLAZIE and the Supplier.

12.4 Where damage is caused solely by a separate carrier appointed by GLAZIE, GLAZIE will pursue the carrier where appropriate and will bear any residual amount unless the Supplier contributed to the loss.

12.5 A GLAZIE platform error, or an issue reasonably treated as undetermined after investigation, is borne by GLAZIE unless the parties agree otherwise on the evidence.

12.6 A Customer card chargeback is not automatically passed to the Supplier merely because a chargeback occurred. Supplier settlement may be affected only to the extent the underlying loss is properly attributable to the Supplier under this Agreement.

12.7 Each remake should be recorded as a separate fulfilment/commercial event so the original Order and settlement history remain auditable.

13. Warranties

13.1 The Supplier warrants that goods supplied under an accepted Order will, at delivery or collection, conform materially to the Accepted Specification, be free from material manufacturing defects and comply with applicable legal and product requirements.

13.2 Unless the Supplier publishes a different warranty for a product family in its catalogue, the following standard warranty periods apply against manufacturing defects from the date of delivery or collection: insulated glass (sealed) units, 5 years against seal failure and internal misting; toughened, laminated and other processed glass, 12 months; mirrors and table tops, 12 months. A Supplier may publish a longer warranty, or different terms for a product family, through its catalogue; a published warranty may not be shorter than the standard period.

13.3 Exclusions, evidence requirements and remedy limits for a warranty claim follow clauses 11, 12 and 21 and Schedule 3.

13.4 A warranty does not make the Supplier responsible for issues caused by Customer measurement or specification error, accidental or impact damage after risk has passed, improper storage or installation by others, misuse, unauthorised alteration, incompatible surrounding materials, or other matters outside the Supplier's control, unless the applicable law or agreed warranty requires otherwise.

14. Marketplace margin, settlement and payment

14.1 The Supplier will receive the Supplier Price for an accepted and properly fulfilled Order, plus applicable Supplier VAT, subject only to the agreed reserves, deductions, credits and adjustments permitted by this Agreement.

14.2 The marketplace margin is a GLAZIE customer-pricing amount and, where seller-priced mode is enabled, is added on top of the Supplier Price at the agreed rate rather than being deducted from the Supplier's published manufacturing price.

14.3 GLAZIE's settlement model is self-billing. The separate Self-Billing Agreement governs GLAZIE issuing the Supplier invoice record on the Supplier's behalf.

14.4 A settlement payable is created following confirmed delivery or the equivalent completed handover event.

14.5 Unless the Commercial Schedule states otherwise, the settlement dispute window is 7 calendar days from the applicable handover event. A payable becomes eligible for payment after that window if there is no open dispute or blocking issue.

14.6 Eligible settlements are paid weekly by bank transfer. Each Friday GLAZIE pays every settlement that became eligible by the close of business on the preceding Thursday. Where Friday is a bank holiday in England, payment is made on the previous Business Day. An eligible balance below £50 is carried forward and paid with the next weekly run. Another approved payment method may be used where GLAZIE and the Supplier have activated it.

14.7 Settlement statements will show the commercial history supporting the amount, including permitted deductions, reserves, reserve releases, credits and payments.

14.8 GLAZIE may not make an unexplained deduction. A deduction must be linked to an Order, a permitted fault category or another expressly agreed commercial item and must remain visible in the settlement history.

14.9 GLAZIE may set off any amount the Supplier owes GLAZIE under this Agreement, including an established fault deduction, against any amount GLAZIE owes the Supplier, including reserves, and pay the net balance. Every set-off is recorded in the settlement history.

15. Reserves

15.1 A reserve is held on each settlement at the percentage for the Supplier's Service Class in Schedule 5, and is released 15 days after the delivery or collection of the relevant Order. A trusted or preferred Supplier has no reserve held.

15.2 The applied reserve percentage and release date must be recorded with the relevant settlement or ledger record.

15.3 A reserve is security against potential remake or other agreed Supplier liability. It is not an additional marketplace fee.

15.4 Any unused reserve is released on its release date, subject to any open dispute or established liability relating to the relevant Order.

15.5 On termination, reserves relating to Orders delivered or collected within the 15 days before the termination date may be held for a further 15 days so that faults reported on those final Orders can be resolved.

16. Data, confidentiality and supplier commercial information

16.1 Each party must keep the other party's confidential information confidential and use it only for the purposes of this Agreement, except where disclosure is required by law or to professional advisers, insurers, auditors, payment providers or service providers on a need-to-know basis.

16.2 The Supplier retains ownership of raw commercial information it submits, including its own price books and supplier-authored catalogue data. The Supplier grants GLAZIE a non-exclusive licence to host, process, transform and use that information as reasonably necessary to operate, secure, support, audit and improve the Marketplace and fulfil this Agreement.

16.3 GLAZIE owns its Marketplace software, allocation methods, transaction records, audit records and derived marketplace scores, benchmarks and aggregated insights, subject always to the Supplier's rights in its raw data and the separate Data Processing Terms.

16.4 GLAZIE must not disclose one Supplier's raw confidential price book to another Supplier.

16.5 GLAZIE may use Supplier prices and operational data for marketplace quoting, eligibility, routing, settlement, risk controls and internal benchmarking. Cross-supplier reporting should use aggregated or otherwise appropriately protected data unless the Supplier has consented to identification.

16.6 AI or automated tools may assist with extraction, classification, support and analysis, but must not silently publish or alter the Supplier's own prices without the Supplier's approval.

16.7 Personal data is governed by the separate Data Processing Terms.

17. Records, audit and cooperation

17.1 The parties will maintain reasonable records needed to explain an Order, price, settlement, dispute, remake and material operational decision.

17.2 The Supplier must provide reasonable records relevant to a specific complaint, safety issue, compliance check or settlement dispute.

17.3 GLAZIE may retain marketplace transaction and audit records after termination where reasonably required for tax, accounting, legal, fraud-prevention, warranty, dispute or record-keeping purposes.

18. Insurance and legal compliance

18.1 Each party must comply with the laws applicable to its performance of this Agreement.

18.2 The Supplier must maintain product liability and public liability insurance with a limit of not less than £2,000,000 per claim, together with any insurance required by law. The Supplier must upload a current certificate of insurance to the Supplier Portal within 30 days of approval and on each renewal. Cover is not required before the first Order, but if a certificate is not on file after 30 days GLAZIE may suspend new Orders under clause 19 until it is.

18.3 The Supplier must not offer through the Marketplace any product or process it is not legally or technically able to supply.

19. Suspension and restriction

19.1 GLAZIE may suspend or restrict new Orders where reasonably necessary to protect Customers, safety, compliance, settlement integrity or Marketplace operations.

19.2 Reasons may include material or repeated SLA failure, unresolved safety or compliance concerns, suspected fraud, serious data-security issues, material non-payment or settlement irregularity, expiry of required evidence, insolvency risk, or a material breach of this Agreement.

19.3 Where reasonably practicable, GLAZIE will tell the Supplier the reason and what is required to restore normal status.

19.4 Suspension of new Orders does not cancel accepted Orders, open disputes, payment obligations, warranty obligations or other accrued rights.

20. Term and termination

20.1 This Agreement starts on the Effective Date and continues until terminated.

20.2 Either party may terminate for convenience by giving 30 days' written notice.

20.3 Either party may terminate immediately for a material breach that cannot be remedied, or if a remediable material breach is not remedied within a reasonable written cure period stated in the notice.

20.4 GLAZIE may terminate or suspend immediately where continuing the relationship would create a material safety, fraud, sanctions, legal, data-security or Customer-protection risk, or where the Supplier becomes insolvent. A Supplier is insolvent for this purpose if it enters administration, liquidation or a company voluntary arrangement, has a receiver appointed, is unable to pay its debts as they fall due, or takes any step towards any of these.

20.5 The Supplier must tell GLAZIE promptly, in writing, if it is at real risk of becoming insolvent, so that GLAZIE can stop routing new Orders to it before Customers are affected.

20.6 Account closure will not complete while accepted Orders, open tickets, disputes, warranty/remake obligations or unsettled commercial obligations remain unresolved.

20.7 On termination:

- no new Orders will be allocated after the effective termination date, subject to operational cut-off;
- existing accepted Orders must be completed or otherwise resolved as GLAZIE reasonably directs;
- amounts properly due remain payable and reserves/deductions continue to be resolved under this Agreement;
- the Supplier must stop using GLAZIE Customer data except where retention is required by law or permitted by the Data Processing Terms;

- each party must stop using the other's confidential information except for permitted retention; and
- clauses intended by their nature to survive termination, including confidentiality, data restrictions, settlement, audit, liability and dispute provisions, will survive.

20.8 Where termination is for insolvency, or the Supplier is otherwise unable to complete accepted Orders, GLAZIE may immediately reallocate every accepted but undelivered Order to another supplier without the Supplier's consent, and may exercise the set-off in clause 14.9 against any balance due to the Supplier.

21. Liability

21.1 Each party is responsible for direct loss it causes to the other party through breach of this Agreement, negligence or other legal responsibility, subject to the limitations agreed in this clause and the Commercial Schedule.

21.2 Where a fault is a Supplier manufacturing fault or Supplier delivery damage under Schedule 3, the Supplier bears the full direct cost of putting it right: the remake or replacement, redelivery, collection of the faulty goods, and any refund GLAZIE gives the Customer for that Order.

21.3 The Supplier's liability to GLAZIE is capped at (a) for any one Order, twice the Supplier Price for that Order plus its delivery cost; and (b) in aggregate for any 12-month period, the greater of 50% of the total amounts GLAZIE paid the Supplier in the preceding 12 months and £10,000.

21.4 Where a GLAZIE platform error causes an Order to be wrong, and the Supplier manufactured the Accepted Specification it acknowledged (and clause 7.5 does not apply), GLAZIE pays the Supplier the Supplier Price and delivery cost for that Order, and the Supplier has no further loss in respect of it. GLAZIE's aggregate liability to the Supplier for all other matters in any 12-month period is capped at the greater of the total amounts GLAZIE paid the Supplier in the preceding 12 months and £10,000.

21.5 Neither party is liable for indirect or consequential loss, loss of goodwill, loss of anticipated savings or loss of opportunity, except to the extent such exclusion would be unlawful or a specific loss is expressly recoverable under this Agreement.

21.6 Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for wilful misconduct, or to any other extent it cannot lawfully be limited or excluded. The caps in clauses 21.3 and 21.4 do not apply to those matters.

21.7 The parties intend the liability provisions to be commercially reasonable in the context of the Supplier Price, the marketplace model and the parties' ability to insure relevant risks.

22. Force majeure

22.1 Neither party is liable for delay or failure caused by an event outside its reasonable control, provided it promptly informs the other party, takes reasonable steps to reduce the effect and resumes performance as soon as reasonably practicable.

22.2 Force majeure does not excuse payment of amounts already due, misuse of confidential or personal data, or an obligation that could reasonably be performed by an available contingency route.

22.3 If a force majeure event materially prevents fulfilment of an accepted Order, the Supplier must raise an exception immediately so GLAZIE can protect the Customer and consider reallocation or another remedy.

23. Changes to the service and terms

23.1 GLAZIE may make operational or technical changes to the Marketplace that do not materially reduce the Supplier's contractual rights.

23.2 A material change to charges, settlement rights, liability, data use, non-solicitation or other core commercial terms requires notice and, where appropriate, the Supplier's express agreement before it applies.

23.3 Nothing in this clause permits GLAZIE or an automated system to alter the Supplier's published manufacturing prices without the Supplier's approval.

23.4 Changes to an already accepted Order require both parties' agreement unless needed to comply with law or protect safety.

23.5 GLAZIE publishes the current version of this Agreement, with its version number and effective date, at glazie.co.uk/sell/agreements/supplier-service-agreement. A new version applies to a Supplier that has already accepted an earlier version only in accordance with clauses 23.1 and 23.2.

24. Notices

24.1 Formal notices under this Agreement must be sent to the contact details in the Commercial Schedule or to any replacement details notified in writing.

24.2 Operational messages, Order notifications, support tickets and Supplier Portal messages are not formal termination notices unless expressly stated.

24.3 Email may be used for formal notice where the sender retains evidence of transmission and the notice is sent to the designated contractual email address.

25. Assignment and subcontracting

25.1 The Supplier must not transfer this Agreement or subcontract the core manufacture of marketplace products to an unapproved manufacturer without GLAZIE's prior written consent.

25.2 The Supplier may use ordinary carriers, logistics providers and specialist processors where consistent with the Accepted Specification and the Supplier remains responsible for their performance as required by this Agreement.

25.3 GLAZIE may use service providers and group or successor entities to operate the Marketplace, subject to this Agreement and the Data Processing Terms.

26. General

26.1 Nothing in this Agreement creates a partnership, employment relationship, fiduciary relationship or agency authorising the Supplier to bind GLAZIE.

26.2 If any provision is found invalid or unenforceable, the remainder of the Agreement continues in effect and the invalid provision is to be adjusted only so far as necessary to make it enforceable where lawful.

26.3 A failure or delay in enforcing a right is not a waiver of that right.

26.4 This Agreement and the documents listed in the order-of-precedence clause contain the entire agreement between the parties regarding the supplier marketplace relationship and supersede prior discussions on that subject.

26.5 A person who is not a party to this Agreement has no right to enforce it unless this Agreement expressly states otherwise.

26.6 This Agreement may be accepted electronically and in counterparts.

27. Governing law and jurisdiction

27.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

27.2 The courts of England and Wales have exclusive jurisdiction, unless the parties agree in writing to use another dispute-resolution process for a particular matter.

Schedule 1 - Order SLA and Quality Standards

This schedule sets the operational expectations that apply to Orders. Time limits run in the Supplier's business hours: an Order or request that arrives outside them starts its clock at the start of the next working period. Order-specific dates displayed in the Supplier Portal override general lead-time assumptions for that Order.

Area	Supplier obligation	Service level
Order acknowledgement	Review the full specification, price, production/delivery date, location and known conflicts, then accept or pass the Order.	15 minutes from notification. If there is no response, GLAZIE sends a reminder and the Supplier has a further 15 minutes. After 30 minutes the Order passes to the next eligible supplier.
Exception raising	Raise an exception as soon as a material inability to fulfil becomes known and include a clear reason.	Immediately / without undue delay
Production status	Keep supported order milestones current.	Same Business Day as material status change
Dispatch data	Record carrier/tracking/dispatch note where applicable.	At dispatch or promptly after
Complaint response	Acknowledge a GLAZIE investigation request and identify the responsible contact.	Within 1 Business Day (same day expected)
Evidence response	Provide requested production/quality evidence reasonably available.	Within 1 Business Day of the request
Remake plan	Where Supplier fault is accepted or established, confirm the remedy and the remake dispatch date.	Within 1 Business Day of the fault being established
Remake dispatch	Manufacture and dispatch the remake, prioritised ahead of new Orders.	Within the lead time the Supplier has published for that product, counted from the day the fault is established
Safety/compliance issue	Notify GLAZIE of any issue that may affect safety, compliance or traceability.	Immediately

Quality standard

- Manufacture exactly to the Accepted Specification, subject only to an approved written variation.
- Use the correct product family, glass type, thickness, make-up, processing, treatment, decorative requirement and quantity.
- Apply legally required product marking and traceability and retain enough evidence to investigate a later complaint.

- Carry out reasonable pre-dispatch quality checks for dimensions, visible defects, edge condition, treatment/processing and packaging.
- Pack and handle goods for the agreed delivery or collection method so avoidable Supplier-caused damage is minimised.
- Do not substitute material characteristics in a way that may change safety, compliance, thermal/acoustic performance, appearance or price without approval.

Acknowledgement and deemed acceptance

Positive acknowledgement is required for every Order. There is no deemed acceptance: silence never commits the Supplier to an Order, and an Order not accepted within the window passes to the next eligible supplier. The customer Review Window is 30 minutes, which is why the Supplier is asked to decide within the first 15.

Service failures

A single Order passed honestly within the window is not, by itself, an SLA breach. Repeated passes, expired windows, accepted Orders that are subsequently rejected, repeated missed dates, unreported capacity problems, quality defects or inaccurate status reporting affect the Supplier's Service Class under Schedule 5, routing eligibility, reserve terms or account status, subject to reasonable review and notice.

Schedule 2 - Supplier Commercial Schedule

The Commercial Schedule records the Supplier's details and the commercial variables that apply to it, and forms part of the Agreement. Most terms are fixed by this Agreement and listed here for reference; the items marked as set per Supplier are confirmed with the Supplier in writing (email suffices) after approval. Until they are confirmed, the Supplier is not live for Orders.

Item	How it is set
Supplier legal name, company number and VAT number	Taken from the supplier application and confirmed in the Commercial Schedule
Contractual notice email	Taken from the supplier application and confirmed in the Commercial Schedule
Effective Date	The date of acceptance unless the Commercial Schedule states otherwise
Relationship	Non-exclusive
Enabled product families, products, delivery zones and collection locations	Supplier-controlled through the Supplier Portal at any time, subject to platform validation (clause 5.6). No pilot restriction.
Marketplace margin	Set per Supplier by GLAZIE within the published range (7.5% to 20% at this version), with product-family or category variations; added on top of the Supplier Price (clause 4.7)
Minimum order value rules	Supplier-controlled through the Supplier Portal, subject to platform validation
Delivery charges and lead times	Supplier-controlled through the Supplier Portal, subject to platform validation
Acknowledgement window	15 minutes, reminder, then a further 15 minutes; passes to the next supplier after 30 minutes (Schedule 1)

Item	How it is set
Deemed acceptance	None (clause 7.7)
Service Class at start	Provisional; promoted under Schedule 5
Settlement dispute window	7 calendar days
Reserve	By Service Class under Schedule 5; released 15 days after delivery or collection (clause 15)
Payment run	Weekly on Friday by bank transfer for settlements eligible by the preceding Thursday; £50 minimum carried forward (clause 14.6)
Supplier liability cap	Twice the Supplier Price plus delivery per Order; the greater of 50% of the preceding 12 months' payments and £10,000 per year (clause 21.3)
GLAZIE liability	Supplier Price plus delivery for an Order made wrong by a platform error; otherwise the greater of the preceding 12 months' payments and £10,000 per year (clause 21.4)
Warranty periods	Standard periods in clause 13.2 unless the Supplier publishes a longer warranty in its catalogue
Insurance	Product and public liability, £2,000,000 minimum; certificate uploaded within 30 days of approval (clause 18.2)
Manufacturer identity visibility	Delivery: after the Order is placed. Collection: at checkout (clause 10.4)
Termination notice period	30 days' written notice; immediate for insolvency, fraud or safety (clause 20)

Starting small

A Supplier is not required to upload its complete catalogue or enable its full delivery network to begin. Products and zones can be activated as the Supplier chooses, and nothing in this Agreement limits when or how far a Supplier expands.

Schedule 3 - Fault, Remake and Settlement Responsibility Matrix

Fault category	Primary responsibility	Typical treatment
Supplier manufacturing fault	Supplier	Supplier-funded remake/ replacement or permitted settlement deduction, subject to evidence and liability cap.
Supplier delivery damage	Supplier	Supplier-funded remedy where damage was caused by Supplier handling, vehicles, staff or Supplier-appointed carrier.

Fault category	Primary responsibility	Typical treatment
Customer measurement error	Customer / GLAZIE customer process	Not a Supplier manufacturing fault if Supplier correctly made the Accepted Specification. Remake may be chargeable or goodwill.
Customer specification error	Customer / GLAZIE customer process	Not a Supplier manufacturing fault if Supplier correctly made the Accepted Specification. The Customer had the Review Window to correct it.
Specification error the Supplier should have identified before accepting	Supplier	Treated as a Supplier manufacturing fault where a competent manufacturer would reasonably have identified the error from the specification (clause 7.5).
Carrier damage - GLAZIE-appointed carrier	Carrier / GLAZIE	GLAZIE pursues carrier where appropriate and bears residual, unless Supplier contributed.
GLAZIE platform error	GLAZIE	GLAZIE-funded correction or goodwill unless evidence shows Supplier contribution.
Undetermined after reasonable investigation	GLAZIE	GLAZIE bears as goodwill under the default model, without prejudicing future evidence.

Deduction safeguards

- No arbitrary or unexplained deduction.
- The reason, Order and amount should remain visible in the settlement history.
- Supplier must have a reasonable route to query or dispute a deduction.
- An upheld Supplier appeal is corrected by a compensating entry or equivalent auditable adjustment.
- A reserve is not treated as a fee and is released according to the agreed reserve terms when no longer required.

Schedule 4 - Go-Live and Exit Checklist

Go-live checklist

- Application approved by GLAZIE.
- Supplier Service Agreement accepted.
- Self-Billing Agreement accepted.
- Data Processing Terms accepted.
- Non-Solicitation Terms accepted.
- Business and VAT details confirmed.
- Required compliance/accreditation items verified or expressly waived.

- Insurance certificate uploaded (within 30 days of approval).
- At least one supported product line active.
- Published catalogue with valid prices.
- Delivery zone and/or approved collection location active.
- Production line and current capacity calendar saved.
- Marketplace margin assigned by GLAZIE.
- Payout readiness confirmed by GLAZIE.
- Operational owner confirmed.

Exit checklist

- Stop new allocation from the agreed termination cut-off.
- Identify every accepted Order still in production, ready, dispatched or awaiting completion.
- Resolve open tickets, exceptions, complaints, remakes and warranty items.
- Resolve open settlement disputes, reserves, deductions and unpaid eligible balances.
- Disable Supplier Portal access at the appropriate point after operational closure.
- Apply the Data Processing Terms to return, deletion or permitted retention of personal data.
- Retain transaction, tax, audit, warranty and dispute evidence where lawfully required.
- Confirm the end of any pilot-only commercial overrides.

Schedule 5 - Service Classes, Reserves and Promotion

Every Supplier starts in the provisional Service Class. GLAZIE promotes a Supplier automatically, based on the performance data the Marketplace records, when it meets both the volume threshold and the performance standard for the next class. Thresholds are published in the Supplier Portal and GLAZIE may change them on notice; the figures at this version are below.

Service Class	Reserve held	Completed Orders to reach it
Provisional	10% of each settlement, released after 15 days	Starting class
Standard	5% of each settlement, released after 15 days	10
Trusted	None	200
Preferred	None; priority in allocation where capability is equal	400
Restricted	15% of each settlement, released after 30 days	Assigned by GLAZIE where performance falls below the standard for the Supplier's class

Performance standard

Volume alone does not promote a Supplier. At each step GLAZIE also considers, over the period since the last change of class: order fulfilment (accepted Orders completed without cancellation), on-time delivery and collection readiness, acknowledgement reliability (passes and expired windows), customer service and complaint handling, the handling and rate of remakes, product quality, and order volume. A Supplier whose performance falls materially below the standard for its class may be moved down a class, or to restricted, subject to reasonable review and notice.

A change of Service Class applies to settlements created after the change. It never alters a reserve already held or an Order already accepted.

Acceptance

This Agreement is accepted electronically. By ticking the Supplier Service Agreement box in the supplier application, the person completing the application confirms on behalf of the Supplier that they have read this Agreement, have the authority to bind the Supplier to it, and accept it.

GLAZIE records the version number and content fingerprint of the Agreement accepted, together with the date and time of acceptance, the accepting user and, where available, the IP address and browser used. A copy of the accepted version can be downloaded from the published page at any time.

The Commercial Schedule is completed with the Supplier after approval and confirmed in writing (email suffices) before the Supplier goes live. Acceptance of this Agreement does not by itself make the Supplier live for Orders (clause 3).

For GLAZIE LTD: Rehan Jamil, Director.

Version history

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