

1. General (a) All quotations are made and all orders accepted subject to the following terms and conditions notwithstanding anything that may be stated to the contrary on customers' order forms or in correspondence. Any variation of these terms and conditions or any cancellation suspension or variation of any agreed order is inapplicable unless accepted in writing by a director of the Company; (b) Nothing said or done by anyone whether on behalf of or purporting to be on behalf of the Company shall, unless it is expressly confirmed in writing by a director of the Company, be capable of being a representation or warranty binding on the Company and additional to the terms and conditions and warranties herein, or entitle the customer to rely on such matters as having given rise to any actionable misrepresentation or breach or warranty on the part of the Company; (c) Any person making the order form on behalf of the customer warrants that he is duly authorised to do so and that in the event of the customer disclaiming or denying liability under the contract, the person so signing accepts personal responsibility for the customer's obligations.

2. Specifications (a) All designs colours specifications descriptions drawings photographs and particulars of dimensions appearing in the company's catalogues leaflets or other advertisements are intended merely to present a general idea of the goods described therein, shall not form part of any contract and may be varied by the Company without prior notification to the customer; (b) The Company reserves the right to discontinue without notice the supply of any item contained in its catalogues leaflets or other advertisements.

3. Quotations (a) All quotations are issued in good faith by the Company and constitute an invitation to treat. However no quotation is binding on the Company until an offer from the customer has been accepted by the Company. After acceptance of an offer by the Company the customer shall not be entitled to rescind the contract or to require postponement of delivery; (b) Unless specially stated estimates do not cover installation. Estimates specifically covering installation cover installation during normal working hours only and do not include extraneous work, building work or redecoration and are contingent upon the Company having unhindered access to the area where the installation is to be carried out. The Company reserves the right to charge the customers any extra expense arising from delays in the execution of the installation caused otherwise than by the Company.

4. Prices (a) The Company reserves the right to accept any offer from customers at the prices and terms prevailing and current for goods at the date of despatch; (b) Value Added Tax will be charged at the rate prevailing at the date of despatch of goods by the Company.

5. Payment (a) All sales are strictly cash against invoice unless otherwise stated; (b) Unless payment is made by cash, Banker's draft or irrevocable letter of credit the terms stipulated for payment in these Conditions shall mean the date on which the Company's bankers receive cleared funds and all references to payment in these Conditions shall mean receipt of cleared funds by the Company; (c) In the event that payment has not been made on or before delivery then the provisions in Conditions 9 10 and 11 shall have effect in addition to those hereunder; (d) In the event of late payment the Company reserves the right to charge interest at the rate of one half percentum of the outstanding invoice charge (including any handling and delivery charge and VAT) for each week or part week from the due date for payment down to the date of receipt of payment in full and to suspend or cancel the contract in respect of any undelivered goods and any other outstanding contracts with the customer; (e) The Company reserves the right to correct any errors or omissions in invoices or credit notes even after payment by the customer. (d) Any settlement discount offered may only be taken if no payment is outstanding at the time of settlement.

6. Damage, Loss in Transit or Defect (a) All goods must be examined within 24 hours of delivery, and any damage or defects must be reported by telephone to the Company within 3 days of delivery and confirmed in writing to the Company by Recorded Delivery letter within 7 days of delivery; (b) In the case of any apparent damage, the Carrier's sheet must be marked "Damaged" by the customer; (c) In the case of any damage to packing it must be retained by the customer for inspection by the Company or by the Carrier; (d) If goods have not been delivered to the customer within 72 hours of the receipt by the customer of the Company's invoice non-delivery must be reported immediately to the Company by telephone and then confirmed within 48 hours in writing; (e) In the event of any damage or defects to goods the customer shall permit the Company or its agent to inspect or to collect and remove such goods. Subject to the customer observing the preceding provisions of this Condition the Company shall at the request of the customer replace and re-deliver the goods as soon as practicable after such collection or non-delivery (as the case may be) provided that the customer has given the Company written notice of such damage or loss within such time as will enable the Company to comply with the Carrier's conditions of carriage affecting loss or damage in transit. In any event the customer shall not be entitled to rescind the contract or to require repayment of any monies previously paid to the Company; (f) Damage to or defects in part of an order shall not entitle the customer to refuse or cancel the remainder of the order; (g) The customer shall not return any goods to the Company without the prior written consent or request of the Company. Any goods returned to the Company without such consent will be at the sole risk of the customer. In either case the Company reserves the right to make a handling charge of 15% of the invoice value of such goods.

7. Warranties (a) The Company warrants that its goods are of merchantable quality; (b) Subject to the provisions of Conditions 7(c), (d), (e) and (f) the Company agrees to indemnify the customer against any loss or damage caused to the customer by any of the Company's goods not being of merchantable quality provided that the customer has complied with the Company's instructions and recommendations for the use handling and storage of such goods; (c) Notwithstanding Condition 7(b) above the Company shall not be liable:- (1) for any loss or profit on the part of the customer caused by any products failing to be of merchantable quality, or; (2) in respect of any liabilities which the customer may have incurred towards others and which have been caused by any products failing to be of merchantable quality and it shall be the responsibility of the customer to insure against any such loss or liabilities; (d) Save as provided in this Condition 7 the provisions of Section 14 of the Sale of Goods Act 1979 are not excluded but in the event of any breach of condition as to fitness for purpose whether arising from the negligence or otherwise of the Company the liability of the Company for any damages or loss of whatever nature caused thereby to the customer shall in no circumstances exceed the net invoice value of the goods. It shall be the responsibility of the customer to insure against any additional loss or damage caused by such breach. Liability for breach of condition as to fitness for purpose shall only arise where the purpose has been confirmed in writing by the Company; (e) Save as is provided in Condition 7(b) (c) and (d) and save for death or personal injury resulting from the Company's negligence the Company shall not be liable for any loss or damage suffered by the customer howsoever caused; (f) For the avoidance of doubt:- (1) The Company shall not be liable for any damage to any property of the customer or of third parties caused (a) by faulty packaging or (b) by mishandling of the goods by persons beyond the control of the Company or (c) due to causes beyond the control of the Company; (2) The Company shall not be liable for deterioration or defects in or damage to goods caused after they have left the Company's premises whether caused by dampness undue temperature vibration or by any other cause or condition beyond the control of the Company.

8. Contingencies In the event of war hostilities civil war revolution strikes lock outs fire flood Act of God force majeure breakdown of plant non availability of raw materials goods or supplies any statutes rules regulations orders or requisitions issued by any government department council or other authority or any other cause beyond the control of the Company, the Company reserves the right to cancel and rescind the contract to the extent that it remains unfulfilled by the Company at such date or to delay completion of the contract by the Company or to deliver and invoice any part or parts of the order.

9. Title The legal and beneficial title to all goods shall remain in the Company until the invoice for those goods has been paid in full to the Company.

10. The Company's Rights Until Payment No indulgence or forbearance by the Company in respect of any overdue payment shall constitute a variation or revocation of any of these terms and conditions or a waiver of any right or remedy of the Company hereunder or otherwise; (b) Until the customer has paid in full for any goods supplied:- (i) he shall retain those goods not paid for as bailee and in a fiduciary capacity for the Company and; (ii) he shall store those goods in such a way that they are clearly the property of the Company; (c) Notwithstanding the above the customer shall be entitled to enter contracts for the resale of goods purchased from the Company for which he has not yet paid in full and to part with possession of them under such contracts. In this event all monies paid to the customer in respect of such goods shall until he has paid the Company in full for the same goods be held by him for the benefit of and to the account of the Company up to but not exceeding the amount owed by him to the Company for the same goods at the date of receipt of such monies. The Company shall be entitled to trace the proceeds of such resales. This provision is without prejudice to any other right or claim of the Company against the customer; (d) (i) If the invoice for any goods shall not be paid in full and if the customer is a company a petition is presented or an order is made or a meeting is convened for the purpose of considering a resolution for the winding-up of the customer or for the appointment of a Receiver of the customer or; (ii) If the invoice for any goods shall not be paid in full and if the customer is an individual or several individuals he or she or any one of them shall become bankrupt or make any assignment for the benefit of creditors or; (iii) If the invoice for any goods shall not be paid in full in accordance with these Conditions.

Then in any of the above circumstances the Company shall be entitled and the customer hereby irrevocably authorises the Company; (1) to stop all further deliveries to the customer; (2) to rescind all contracts with the customer existing at the time of such event occurring or default; (3) without prior notice to enter upon the premises where the goods are situated and to remove and to retake possession of the goods for which payment has not been made, and the Company shall not be liable for any damage to property or other goods or loss of whatever nature and howsoever arising other than physical damage to property of goods caused by negligence in the course of or by reason of such re-entry removal and retaking of possession.

11. Risk From the time that any goods are delivered to and accepted by the customer they shall be at the sole risk of the customer who shall remain bound to pay for the goods in full notwithstanding loss or damage of the goods in whole or in part (other than through default or neglect on the part of the Company).

12. Mode of Supply (a) The Company will use its best endeavours to deliver the goods to the customer as soon as reasonably practicable and in any event on or before the estimated delivery date (if any) specified in the order form but the Company shall not be liable for any failure to deliver by such date or for any direct or consequential loss resulting from any delay in delivery, and save as hereinbefore provided in respect of payment for goods time shall not be of the essence of the contract; (b) The Company reserves the right to supply goods in standard packs or in minimum quantities; (c) Unless previously arranged with the Company the customer will accept delivery of goods during normal business hours; (d) The Company reserves the right to deliver and invoice any part or parts of any order should some items be unobtainable whether permanently or temporarily; (e) The Company reserves the right to charge a reasonable sum or sums for the storage of goods once notification has been given to the customer that the goods are available for delivery or collection. The amount of such charge shall be fixed by the Company at its absolute discretion.

13. Proper Law All agreements made subject to these terms and conditions shall be construed and interpreted in accordance with English law.

14. Breach of Copyright Etc. The customer will indemnify the Company against any claims for infringement of patent, trademark, copyright or registered design on any goods supplied by the Company to the customer.

15. Import and Export In the case of all orders for goods for delivery outside the United Kingdom the following Conditions shall apply notwithstanding the provisions of any other Conditions of the contract: (a) The customer shall be responsible for obtaining any necessary import licences and will indemnify the Company against all losses incurred in respect of goods shipped or landed without valid import licences; (b) All contracts are made subject to the granting of export licences where applicable. The Company will not in any circumstances be liable to the customer in any way whatsoever if for any reason an export licence is obtained so late as to delay despatch or is not obtained at all. In the event that no export licence is obtained by the due despatch date but only in that event either the Company or the customer may thereafter rescind the contract in which event the Company shall repay to the customer such monies as have been paid in respect of that contract and that shall be the limit of either party's liabilities; (c) Payment for goods shall be made by the customer in accordance with Condition 5(a); (d) The goods shall be at the sole risk of the customer from the time that they are despatched by the Company and it shall be the responsibility of the customer to insure against any loss or damage occurring on or after despatch. The customer waives and releases any claim against the Company and indemnifies the Company against any such loss or damage.