

TERMS AND CONDITIONS OF SALE

1. PARTIES

In these terms and conditions, GT Window Products Ltd is referred to as "the seller" and the party who places the order, negotiates, or otherwise deals with GT Window Products Ltd is referred to as "the buyer".

2. APPLICATION

These terms and conditions shall apply to all quotations given by the seller and to all negotiations, contracts or other dealings whatsoever between the seller and the buyer whether arising in writing, by telephone or otherwise howsoever and whether existing or in the future, unless otherwise expressly agreed in writing by the seller.

3. SELLER'S CONDITIONS TO PREVAIL

These terms and conditions supersede any previous terms and conditions of the seller howsoever arising and shall prevail over any terms and conditions stipulated by the buyer whether in the order, in negotiations or otherwise howsoever. If the buyer's terms and conditions contain any provision which purports to cause them to prevail over the seller's terms and conditions, the buyer's provision shall be of no effect and the seller's conditions shall prevail.

4. QUOTATIONS AND ACCEPTANCE OF ORDER

(a) No quotation whatsoever by the seller shall constitute an offer and the seller reserves the right to withdraw or amend any quotation at any time prior to the seller's acceptance of the buyer's order.

(b) Any acceptance given by the seller by telephone shall not bind the seller unless and until confirmed in writing.

5. FORCE MAJEURE ETC

Any quotation given by the seller and any agreement between seller and buyer is subject to materials and labour being and remaining available. Due performance by the seller of its obligation is subject to cancellation, variation or suspension in the event of any act of God, war, riot or civil disturbance, strike, lockout or other labour dispute or threat or apprehension thereof, fire, flood, drought, accident, legislation, requisitioning or other act or order by any government department, local authority or council or other duly constituted authority, or any other cause, whether of the foregoing classes or not, beyond the seller's control. In the event of such cancellation, variation or suspension, no liability whatsoever shall attach to the seller.

6. CANCELLATION

(a) The buyer may only cancel any order which has been accepted by the seller with the consent in writing of the seller.

(b) Any loss, expense or charge caused to the seller by any such cancellation by the buyer shall be discharged by the buyer, unless the same is waived in writing by the seller.

7. BUYER'S MATERIALS

Any agreement whereby the seller agrees to handle, work, transport or other goods or materials provided by the buyer shall be subject to a condition that such terms are at the buyer's risk at all times.

8. REPRESENTATIONS

(a) The buyer acknowledges that he was not induced to place any order or make any agreement with the seller as a result, wholly or in part, of any representation or warranty of whatsoever nature, made to him by the seller, its servants or agents.

(b) The seller shall be under no liability in respect of any statement made to the buyer whether or not the same was given at the buyer's request.

9. DELIVERY AND RISK

(a) Any delivery date or time stated by the seller shall be approximate only and time, whether of delivery or otherwise, shall not be of the essence and the seller shall be under no liability whatsoever in respect of any loss due to late or early delivery, howsoever arising.

(b) If the buyer fails to take immediate delivery of goods, the subject of any order, when delivery is tendered by the seller, the seller shall be entitled to:

- (i) immediate payment in full for the said goods and
- (ii) the costs, if any, incurred in storing the said goods and
- (iii) any further or other costs caused by the buyer's said failure to take immediate delivery.

(c) Goods, the subject of any agreement between seller and buyer, shall be deemed to have been delivered and the risk therein shall pass, upon delivery to the buyer's premises or to his order or, where goods are transported by the buyer or his servant, agent or carrier, delivery shall occur and risk shall pass upon collection of the goods by the buyer, his servant, agent or carrier.

(d) Goods shall be deemed to have been delivered in good condition and in accordance with the terms of the agreement between buyer and seller unless the buyer notifies the seller to the contrary in writing within 7 days of delivery.

In the event of defective delivery properly notified and established by the buyer, the seller shall, in its absolute discretion, either replace the ordered goods or credit the buyer with the full purchase price but shall be under no liability for further or consequential loss to the buyer, howsoever arising.

10. PRICE AND TERMS OF PAYMENT

(a) Acceptance of an order by the seller is on the basis that, if between the date of the order and the date or dates of delivery there are any variations in the cost of materials, overhead expenses, labour, transport or any other costs which increase the price of the goods, howsoever arising, the seller shall be entitled to charge the buyer a sum additional to the contract price in respect of such variations.

(b) Whether V.A.T. is included in any quotation by the seller or not, it is a condition that, should V.A.T. be chargeable on any goods, it will be payable, at the rate applying at the date of payment of the price, in addition to the agreed contract price.

(c) Payment for goods shall be made at the office of the seller and is due on or before the last day of the month following the month in which delivery is made, or 30 days from receipt of goods or C.O.D. as previously arranged between the seller and buyer.

(d) If any sum remains outstanding after becoming due, the buyer shall pay to the seller interest on the whole sum outstanding at a rate 2% above the basic minimum lending rate charged by Lloyds Bank TSB at the date payment becomes due.

(e) Where it is agreed that delivery is to be made by instalments or where the seller, in his absolute discretion, decides to deliver goods by instalment, payment shall be due in respect of each instalment as if the instalment were the complete delivery, in accordance with these terms and conditions. If payment is not received in full for any instalment as required by this clause, the seller shall not be required to complete and deliver the balance of the order until each payment is received.

(f) No retentions may be deducted on payment without the consent in writing of the seller.

11. OWNERSHIP AND PASSING OF TITLE: DEFAULT, INSOLVENCY, BANKRUPTCY ETC

(a) All goods delivered by the seller to or to the order of the buyer shall remain the sole and absolute property of the seller as legal and equitable owner until such time as the buyer shall have paid to the seller the agreed contract price, together with the full price of any goods the subject of any other contract with the seller. The seller shall be entitled to all rights of access to any premises of the buyer to enforce its rights hereunder and the buyer grants the seller an irrevocable licence for that purpose.

(b) The buyer shall be entitled to sell the goods during the normal carrying on of his business, but not as agent or otherwise on behalf of the seller. In the event of the buyer selling the goods or any part thereof, the buyer shall hold the proceeds of any such sale upon trust for the seller until all sums due to the seller have been paid in full. Such proceeds of sale shall not be mingled with other monies or paid into any overdrawn bank account and shall at all times be identifiable as the seller's monies.

(c) The buyer shall store the goods in such manner that they shall at all times be identifiable and distinguishable as the property of the seller.

(d) If goods, the property of the seller, are incorporated into any building or structure or other item whatsoever the property of the buyer, the whole of the said building or structure shall become the property of the seller until such time as the full indebtedness of the buyer to the seller is discharged.

(e) If goods, the property of the seller, are incorporated into any building or structure or other item whatsoever the property of any person or body other than the buyer, any monies received by or due to the buyer in respect of work done to or sale of that building or structure, shall be held on trust by the buyer for the discharge of all sums due to the seller.

(f) (i) If amounts due from the buyer to the seller shall become overdue or if the buyer shall make default in or commit a breach of contract or if the buyer shall cease or threaten to cease business or if any distress or execution shall be levied upon the buyer's property or assets or if the buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or, if the buyer is a limited company and any resolution or petition to wind up the company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of any sort is appointed, the seller shall have the immediate right to determine any contract then subsisting with the buyer, without prejudice to any other claims of the seller against the buyer.

(ii) Upon the occurrence or threat of apprehension of any of the acts or matters set out in paragraph 11(f)(i) above, the buyer's right to possession of the goods, shall immediately cease and the seller may enter any premises of or under the control of the buyer to recover any goods of the seller stored or reasonably thought to be stored there.

12. LIEN

In respect of all unpaid amounts due to the seller from the buyer under any contract the seller shall have a general lien upon any goods or property of the buyer in the seller's possession and shall, after the expiry of 14 days' notice to the buyer, be entitled to dispose of such goods or property and apply the proceeds towards any such amounts due.

13. WARRANTIES ETC

(a) The seller warrants that, for a period of 5 years from the date of delivery, the goods shall be fit for the purpose for which goods of the type are normally used and under normal conditions and that every reasonable effort has been made to ensure the use of good quality materials and workmanship.

(b) Save as aforesaid all warranties and conditions, expressed or implied, are hereby expressly excluded.

(c) The foregoing warranty is subject to:

- (i) correct and proper transportation, handling, fitting, assembly and installation of the seller's goods
- (ii) use in the United Kingdom

(iii) notification in writing to the seller of any alleged defect within 7 days of its occurrence or discovery.

(d) Liability of the seller under the foregoing warranty or otherwise shall be linked to replacement of the goods supplied by the seller, or, at the seller's discretion, the actual cost charged by the seller for the goods. The seller shall not be liable for the work or cost of fitting or installation of any replacement goods and shall be under no liability in respect of any consequential damage, loss of profit, damage suffered or expenditure incurred whatsoever, whether in contract or tort, in respect of any faulty goods and the buyer will indemnify the seller against any liability in tort of the seller to any third party.

(e) Any replacement goods will be warranted only until the expiration of 5 years from delivery of the original goods.

14. WAIVER

No act or omission by the seller shall constitute a waiver of its rights hereunder in respect of any existing or future contract.

15. PROPER LAW

These terms and conditions and any agreement with the seller shall be subject to and construed in accordance with English law.

GT Window Products Ltd

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