



Terms & Conditions

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these Conditions.

Buyer: the person, firm or company who purchases the Products and/or Services from the Company.

Company: the company selling the Products and/or Services to the Buyer under the Contract, being Contempo Doors Ltd (company number SC722337), Unit 15 Lime Road, Broadmeadow Industrial Estate, Dumbarton, West Dunbartonshire, Scotland, G82 2RP

Company's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Company or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Buyer

Contract: any contract between the Company and the Buyer for the sale and purchase of the Products and/or Services, incorporating these Conditions.

Delivery Point: the place where delivery of the Products and/or Services is to take place under condition 4.

Products: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

Services: any site work and/or services to be provided by the Company as envisaged in condition 17, together with any other services which the Company provides, or agrees to provide, to the Buyer under the Contract.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Products and/or Services shall have no effect unless expressly agreed in writing and signed by a director or the company secretary of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 These Conditions do not apply in cases where the Company has supplied Products for use as samples or for display ('showroom') purposes. All such supplies are subject to the Company's [Showroom Supply Terms & Conditions] as amended from time to time.

2.5 Each order or acceptance of a quotation for Products and/or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Products and/or Services subject to these Conditions.

2.6 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Products or starts to provide any of the Services to the Buyer.

2.7 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.8 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Unless otherwise expressly stated, any quotation is valid for a period of 30 days from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION & TECHNICAL DATA

3.1 The quantity and description of the Products and/or Services shall be as set out in the Company's quotation or acknowledgement of order. In circumstances where relevant components or materials used in manufacturing the Products are not available, the Company reserves the right to substitute equivalent components or materials of at least the same quality and value.

3.2 All samples, drawings, descriptive matter, weights, dimensions, power consumptions, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures and price lists are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract and this is not a sale by sample.

3.3 Without prejudice to condition 3.2, any performance figures relating to the Products published by the Company are based upon the Company's experience and are such as the Company expects will be obtained, but they are estimates only and are not guaranteed.

3.4 The Buyer acknowledges and agrees that it is the Buyer's responsibility to ensure that:

- (a) the sites or foundations into which the Products are to be installed, including any framework or supports, are appropriate (which shall include, where necessary, taking appropriate architectural or other professional advice);
- (b) the installation and/or use of the Products at any location does not breach any relevant contract, covenant, local bye-law or restriction imposed by any local, municipal or government authority to which the Buyer (or the relevant location) is subject;
- (c) the Products fulfil any special requirements which the Buyer is bound to observe or fulfil; unless (in any such case) the Buyer has supplied details of the same to the Company and the Company has confirmed to the Buyer in writing that the Products supplied are appropriate, do comply and/or fulfil such requirements (as appropriate).

4. DELIVERY

4.1 Unless specifically agreed in writing between the parties, delivery of the Products shall take place by the Buyer (or its nominated carrier) collecting the Products at the Company's place of business at Valletta House, Valletta Street, Hedon Road, Hull HU9 5NP (or at a such other storage location specified by the Company) at any time after the Company has notified the Buyer that the Products are ready for collection. In circumstances where it is agreed (in accordance with the foregoing) that delivery of the Products is to be made by the Company at any other location, this shall be effected by the Company (or its agents) delivering the Products (by a method of transport the Company thinks suitable) to the address of the Buyer agreed in writing by the parties.

4.2 Unless otherwise agreed in writing between the parties, the Buyer shall collect (or take delivery of) the Products within 21 days of the Company giving it notice that the Products are ready for delivery.

4.3 Any dates specified by the Company for delivery of the Products and/or performance of any Services are intended to be an estimate and time for delivery and/or performance shall

not be made of the essence by notice. If no dates are so specified, delivery or performance shall be within a reasonable time.

4.4 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products and/or performance of any Services (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 120 days.

4.5 If for any reason the Buyer fails to collect or take delivery of any of the Products when they are ready for delivery, or the Company is unable to deliver the Products and/or any Services on time because the Buyer has not provided appropriate instructions, documents, licences, authorisations or access:

(a) risk in the Products shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

(b) the Products shall be deemed to have been delivered; and

(c) the Company may store the Products until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading or unloading the Products.

4.7 The Company may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. NON-DELIVERY

5.1 The quantity of any consignment of Products as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2 Where the Company has agreed to deliver the Products to the Buyer, the Company shall not be liable for any non-delivery of Products (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 24 hours of the date when the Products would in the ordinary course of events have been received.

5.3 Any liability of the Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

6. RISK/TITLE

6.1 The Products are at the risk of the Buyer from the time of delivery.

6.2 Ownership of the Products shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

(a) the Products and any Services; and

(b) all other sums which are or which become due to the Company from the Buyer on any account.

6.3 Until ownership of the Products has passed to the Buyer, the Buyer shall:

(a) hold the Products on a fiduciary basis as the Company's bailee;

(b) store the Products (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and

(d) maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

6.4 The Buyer may resell the Products before ownership has passed to it solely on the following conditions:

(a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

(b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyer's right to possession of the Products shall terminate immediately if:

(a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of a administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

(c) the Buyer encumbers or in any way charges any of the Products.

6.6 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.

6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.8 Where the Company is unable to determine whether any Products are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

6.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. PRICE

7.1 Unless otherwise agreed by the Company in writing, the price for the Products shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

7.2 The Company may at any time increase the price for the Products by an amount equal to the increase in the Company's cost in carrying out its obligations under the Contract which is due to any factor beyond the control of the Company (including but not limited to any significant increase in raw material, labour or energy costs or other costs of manufacture, any foreign exchange fluctuation, currency regulation or alteration of duties) and a proportionate increase in price required to preserve the Company's profit margin.

7.3 The Buyer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to

deploy resources elsewhere) arising directly or indirectly from the Buyer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract. In any case where drawings, plans, specifications, or other information are sought from the Buyer to enable the Company to proceed with the Contract, the price may be increased by the Company if such documents or information is not made available by the Buyer to the Company before entering into the Contract.

7.4 The price for the Products shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Products.

8. PAYMENT

8.1 Subject to condition 8.4, unless otherwise agreed in writing between the Company and the Buyer payment of the price for the Products is due in pounds sterling on the last working day of the month following the month in which the Company's invoice in respect thereof is dated.

8.2 Time for payment shall be of the essence.

8.3 No payment shall be deemed to have been received until the Company has received cleared funds.

8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

8.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

8.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract, without prejudice to any other rights the Company may have:

(a) the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Company's bankers in the United Kingdom from time to time, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

(b) the Company may suspend collection or delivery of any Products and Services until payment in full of all outstanding sums has been made.

9. QUALITY & WARRANTY

9.1 Where the Company is not the manufacturer of the Products, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company and the Company's liability shall not exceed the amounts recovered from the manufacturer concerned.

9.2 The Company warrants that (subject to the other provisions of these Conditions) on delivery, and for a period of 12 months from the date of delivery, the Products shall:

(a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

(b) be reasonably fit for their usual purpose (or any particular purpose for which the Products are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company).

9.3 The Company may at its discretion also provide an extended warranty of up to 10 years in respect of certain types of products supplied by the Company which may apply to the Products. If such extended warranty is to be provided in relation to any of the Products, the Company shall confirm this in writing to the Buyer in the Contract, and shall be subject to the Company's Extended Guarantee Terms & Conditions (which includes certain conditions and exclusions which affect the Buyer's ability to make a claim under it). The Buyer acknowledges and agrees that neither the Company's warranty (referred to in condition 9.2) nor any extended warranty which may be available (referred to in this condition 9.3) relating to the Products is a "consumer guarantee" and the Buyer shall not hold the Company out as

providing any guarantee to the Buyer's customers or the end users in relation to the Products (whether in its advertising or otherwise). (For the purposes of this condition 9.3 a "consumer guarantee" shall have the meaning set out in The Sale and Supply of Goods to Consumers Regulations 2002).

9.4 The Company shall not be liable for a breach of any of the warranties in conditions 9.2 or 9.3 unless:

(a) if the defect is as a result of damage in transit (and such defect is visible on reasonable inspection) the Buyer must verbally notify the Company and the carrier of such damage within 24 hours of the time of delivery (and confirm the same to the Company in writing within [7 days] of delivery);

(b) (subject to condition 9.4(a)) the Buyer gives written notice of the defect to the Company within 1 month of the time when the Buyer discovers or ought to have discovered the defect; and

(c) the Company is given a reasonable opportunity after receiving notification by the Buyer under either condition 9.4(a) or (b) of examining such Products and the Buyer (if asked to do so by the Company and if reasonably practicable) arranges the return of such Products to the Company's place of business at the Company's cost for the examination to take place there.

9.5 The Company shall not be liable for a breach of any of the warranties in conditions 9.2 or 9.3 if:

(a) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or

(b) the Buyer alters or repairs such Products without the written consent of the Company; or

(c) the defect has arisen from a drawing, design or specification supplied by the Buyer in relation to the Products.

9.6 Subject to condition 9.4 and condition 9.5, if any of the Products do not conform with any of the warranties in condition 9.2 the Company shall at its option repair or replace such Products (or the defective part) or refund the price of such Products at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Products or the part of such Products which is defective to the Company.

9.7 If the Company complies with condition 9.6 it shall have no further liability for a breach of any of the warranties in condition 9.2 in respect of such Products.

9.8 Any Products replaced under condition 9.6 shall belong to the Company and any repaired or replacement Products shall be guaranteed on these terms for the unexpired portion of the 12 month period referred to in condition 9.2.

10. LIMITATION OF LIABILITY - THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

(a) any breach of these Conditions or the Contract;

(b) any use made or resale by the Buyer of any of the Products or the Services or any part of them, or of any product incorporating any of the Products; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these Conditions excludes or limits the liability of the Company:

(a) for death or personal injury caused by the Company's negligence; or

(b) under section 2(3), Consumer Protection Act 1987; or

(c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

(d) for any liability incurred by the Buyer as a result of any breach by the Company of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982; or

(e) for fraud or fraudulent misrepresentation.

10.4 Subject to condition 10.2 and condition 10.3:

(a) the Company's total liability for any loss, damage, costs, claims or expenses suffered by the Buyer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited as follows:

(i) in the case of liability arising from damage to [physical or real property], [including loss of data], the limit of liability shall be £1,000,000 in respect of any one event or series of connected events; and

(ii) in respect of any other liability the Supplier's aggregate liability shall in no circumstances exceed the Contract price; and

(b) the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

10.5 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Buyer arising directly or indirectly from such prevention or delay.

10.6 Without prejudice to the generality of condition 10.1, for the avoidance of doubt, the limitations and exclusions in this condition 10 in respect of the financial liability of the Company shall apply to (inter alia) any penalties, indemnity payments or other charges levied on the Buyer by its own customer or client.

11. BUYER'S SPECIFICATIONS

11.1 If Products are manufactured by the Company in accordance with a specification or design or special requirements (including without limitation the application of any process) supplied by the Buyer, the Buyer shall be responsible for ensuring that so far as is reasonably practicable the Products are so designed as to be safe and without risk to health when properly used, that such testing and examination is carried out as may be reasonably necessary for ensuring that the Products are so designed and that adequate information will be available in connection with the use of the Products at work about the use for which they are designed and tested and about any conditions necessary to ensure that when put to that use, the Products will be safe and without risk to health.

11.2 The Buyer shall indemnify the Company against all loss, costs, claims, expenses and damages awarded against or incurred by the Company arising out of:

(a) any failure on the part of the Buyer to carry out its responsibilities referred to in condition 11.1 and for all costs and expenses incurred by the Company in dealing with any such claims and rectifying any defects in the Products; and

(b) any alleged infringement of any patent, trade mark, registered design, design right, copyright or other industrial or intellectual property rights of any other person arising out of the manufacture or sale of Products made to the specification or special requirements (including without limitation the application of any process) of the Buyer.

12. INTELLECTUAL PROPERTY

12.1 All written information, drawings, artwork, images and diagrams (excluding the Products themselves) prepared by the Company in relation to the supply of Products and the copyright therein and all other items owned by the Company and used in the production of the Products shall remain the property of the Company and shall be returned by the Buyer on demand. All such information shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Company.

12.2 The Buyer shall ensure that its employees, servants and agents and all those under the Buyer's control and supervision shall comply with the obligations of confidentiality contained in condition 12.1.

12.3 The supply of Products by the Company shall not confer any right upon the Buyer to use any of the Company's trade marks (except in the re-sale of the Products in the packaging supplied by the Company), or any of the Company's patents, design rights or other industrial or intellectual property rights, and at all times such patents, trade marks, design rights and other industrial or intellectual property rights shall remain the absolute property of the Company (or its suppliers).

12.4 The Buyer shall not without the prior consent in writing of the Company exhibit any Products at any exhibition or trade display (such consent not to be unreasonably withheld).

12. FORCE MAJEURE

The Company reserves the right to defer the date(s) of delivery of Products or performance of any Services or to cancel the Contract or reduce the volume of the Products or Services ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), failure or delays by sub-contractors or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

13. ASSIGNMENT

13.1 The Company may assign the Contract or any part of it to any person, firm or company.

13.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

14. GENERAL

14.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

14.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

14.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

14.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.6 Subject to condition 12, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

14.7 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14.8 Nothing in these Conditions or the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

14.9 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

15. COMMUNICATIONS

15.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

(a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
(b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.

15.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
(b) if delivered by hand, on the day of delivery; or
(c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

15.3 Communications addressed to the Company shall be marked for the attention of the Company Secretary.

16. LIEN

Without prejudice to any other rights it may have, the Company shall have a general lien in respect of all sums due from or claims against the Buyer upon all goods to be supplied to the Buyer or upon which work has been or is to be done on the Buyer's behalf. The Company shall be entitled, upon not less than 14 days' written notice to the Buyer, to sell any goods of the Buyer upon which the Company has any lien and, where the property in such goods is at the time of such sale in the Buyer, shall be deemed to be his agent for the purpose of effecting such sale. The Company may apply the proceeds of such sale towards the satisfaction of sums due from and/or claims against the Buyer without prejudice to the Company's right to recover the balance thereof from the Buyer.

17. SITE WORK & ENGINEER CALL-OUTS

17.1 In the event that the Buyer carries out any work at the Buyer's premises or any other designated site (including installing, replacing or repairing Products, or erecting any prefabricated or permanent buildings or other structures)(Services), such Services shall be provided in accordance with these Conditions.

17.2 The Buyer shall without delay and at its own expense:

(a) clear and prepare the site (and if so required provide proper foundations and services to the Company's satisfaction) including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, and provide on the site adequate water, electricity, gas light and such other facilities and services as will enable the Company to carry out the Services expeditiously and without interruption;
(b) permit access to the site for the Company's agents servants officers contractors and all other persons which the Company requires on site, and inform the Company and such personnel of all health and safety rules and regulations and any other reasonable security requirements that apply at the site; and
(c) provide to the Company, in a timely manner, such information and data as the Company may reasonably require and ensure that it is accurate in all material respects;
(d) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, in all cases before the date on which the Services are to start;
(e) co-operate with the Company in all matters relating to the Services and provide such assistance, unskilled labour, lifting tackle and appliances as may be required.

17.3 The Company shall use reasonable endeavours to meet any performance dates agreed in relation to the Services, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

17.4 The Company shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Buyer's premises and that have been communicated to it under condition 17.2(b), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

17.5 In consideration of any Services provided by the Company, the Buyer shall pay the Company's charges on a time and materials basis calculated in accordance with the Company's standard hourly fee rates and shall reimburse the Buyer in respect of any travelling and subsistence expenses at its standard rates (each as amended from time to time). The Company shall invoice the Buyer in arrears for its charges for time, expenses and materials (together with VAT where appropriate) which invoices shall be payable in accordance with condition 8.

17.6 The Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

17.7 The Company recommends that the Buyer arranges for its own representative to be present on site at the time of performance of the Services to enable the Buyer to inspect the works following completion. If the Buyer fails to do so, the written report of the Company in relation to completion of the Services shall be final.

18. EXPORT TERMS

18.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

18.2 Where the Products are supplied for export from the United Kingdom, the provisions of this condition 18 shall (subject to any special terms agreed in writing between the Buyer and the Company) apply notwithstanding any other provision of these Conditions.

18.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties on them.

18.4 Unless otherwise agreed in writing between the Buyer and the Company, the Products shall be delivered FOB the United Kingdom air or sea port of shipment in the United Kingdom and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

18.5 The Buyer shall be responsible for arranging for testing and inspection of the Products at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Products which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

18.6 Unless otherwise agreed in writing between the Buyer and the Company, payment of all amounts due to the Company shall be made by irrevocable letter of credit opened by the Buyer in favour of the Company and confirmed by a bank in the United Kingdom acceptable to the Company or, if the Company has agreed in writing on or before acceptance of the Order to waive this requirement, by acceptance by the Buyer and delivery to the Company of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the company at such branch of Barclays Bank in England as may be specified in the bill of exchange.

19. AGENTS

The term “agent” as applied to those persons firms or companies either in the United Kingdom or elsewhere with whom the Company has made arrangements for the sale of its Products is a nominal one, and indicates only that they are local representatives appointed for the convenience of customers and through whom enquiries or orders may be received and dealt with by the Company. They are not authorised by the Company to incur any liability, give any guarantee or warranty, make any representation or transact any business whatsoever on behalf of the Company other than the offering for sale of the Company's Products upon the terms of these Conditions.