

## TERMS AND CONDITIONS OF SALE OF SKYVIEW CONSERVATORY ROOFS LTD

*In these Terms and Conditions of Sale, "Cash" includes cash, cheques, and any other form of payment approved by the Company; "The Company" means Skyview Conservatory Roofs Limited; "The Customer" means the person, firm or company who enters into the contract to purchase Goods; "The Goods" means the goods and services which the Company is to supply to the Customer.*

### 1. RULING CONDITIONS

Any contract made with the Company is subject to these terms unless these terms are excluded or varied by express written agreement made by the Company & Customer. In particular the Customer shall offer to order the goods from the Company upon these terms and any conflicting terms of business of the Customer shall have no effect.

### 2. PRICE

2.1 The Company reserves the right by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Company which is due to any factor beyond the control of the Company including but not limited to increases in the cost of raw materials.

### 3. TERMS OF PAYMENT

3.1 Subject to the prior written agreement of the Company in writing, orders for United Kingdom Customers are accepted if:

- (a) cash is sent with the order; or
- (b) payment is made by cash on delivery

3.2 We may make a search with a credit reference agency, and will keep a record of that search. We may also make enquiries about the directors and or owners of the business with a credit reference agency. We will monitor and record information relating to your trade credit performance.

3.3 Unless otherwise agreed by the Company in writing, the terms of payment will be payment due prior to or on delivery. If default is made in the payment of any one invoice the Customer will become immediately liable for all sums outstanding.

3.4 The Company shall be entitled to submit its invoice with its delivery advice note or at any time thereafter save that where delivery has been postponed at the request of or by the default of the Customer then the Company may submit its invoice at any time after the Goods are ready for delivery or would have been ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid.

3.5 No disputes arising under the contract, nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.

3.6 The time for payment of the Goods or any instalment shall be of the essence. In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract or contracts between the Company and the Customer without notice and the Company reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. after as well as before judgement until payment in full is made.

### 4. QUOTATIONS AND ORDERS

All quotations are made and all orders are accepted subject to the following conditions;

4.1 All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.

4.2 Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or verbal notice

4.3 If any statement or representation upon which the Customer relies has been made to the Customer other than in the documents enclosed with the Company's quotation or acknowledgement of order the Customer must set out that statement or representation in a document to be attached to or endorsed on the order in which case the Company may clarify the point and submit a new quotation.

4.4 The Company will only accept orders on receiving a signed order confirmation from the Customer, this order confirmation shall constitute acceptance by the Customer both of these terms and conditions and of the contract price.

### 5. CHANGES

5.1 If after the date of contract and before the date of delivery of the Goods, improvements are made in the design or specification of the Goods the Company may, on giving notice to the Customer, incorporate such improvements in the Goods sold to the Customer provided that:

- (a) the performance and quality of the altered Goods are at least equal to those of the Goods ordered and
- (b) no price variation is made except with your consent and
- (c) delivery is not unreasonably delayed.

5.2 We shall not be obliged to make any alteration to the Goods ordered whether arising by reason of the amendment of the regulations of a competent authority made subsequent to the date of contract or otherwise.

### 6. DELIVERY

6.1 Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated which is beyond the reasonable control of the Company.

6.2 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information final instructions or approvals from the Customer, changes in design specifications or quantities required may result in delay in delivery.

6.3 The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. When delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a charge of 15% of the total value of the order for transportation and/or storage or restocking occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with these conditions. The Company also reserves the right to levy a charge for labour costs incurred in cleaning and or repackaging returned products.

6.4 Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

### 7. RISK AND TITLE

7.1 Risk shall pass to the Customer so that the Customer is responsible for all loss and damage or deterioration to the Goods:

(a) if the Company delivers the Goods by its own transport, at the time when the Goods or a relevant part thereof are unloaded at the place of delivery or, if the Customer wrongfully fails to take delivery, at the time the Company tendered delivery of the Goods; or

(b) in all other circumstances at the time when the Goods or a consignment or other part thereof leaves the premises of the Company whether or not the Company arranges transport.

7.2 Title in the Goods or any part thereof supplied hereunder shall not pass to the Customer until payment has been made in full and cleared funds received for:

- (a) the Goods including any interest payable, and
- (b) all other goods the subject of any other contract between the Company and the Customer which at the time of payment of the price of the Goods have been delivered to the Customer.

7.3 Before title has passed to the Customer under the terms of this clause and without prejudice to any of its other rights, the Company shall have the right to recover or resell the Goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose and in respect thereof the Customer shall take all reasonable precautions to protect the Goods from damage or loss arising from any cause and shall indicate that the Goods are the property of the Company.

7.4 In the event of a sale of the Goods by the Customer in the ordinary course of its business to a third party the Customer shall assign to the Company in writing its rights to recover the selling price from the third party concerned if so required by the Company.

7.5 As the insurable risk in the Goods shall pass to the Customer as soon as the Goods are delivered to him or to his order and pending disposal the Customer shall keep the Goods insured in the amount of the price at which the Goods are sold to the Customer against all insurable risks.

7.6 If the Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.

7.7 Any items loaned to the customer by the Company ("the Loan") will remain the property and title of the Company.

7.8 The Company may terminate the Loan at any time and on written notice to the Customer. The Customer shall deliver up the item to the Company immediately on receipt of the above written notice.

7.9 The Loan shall immediately terminate in any event on the happening of the voluntary or compulsory liquidation of the Customer or the appointment of an administrator over the Customer or a receiver over any of the Customer's assets or the Customer entering into a composition or arrangement with its creditors or the Customer ceasing to trade or altering its legal status or the Customer taking or suffering any similar or analogous action in any jurisdiction and in these circumstances the Customer shall deliver up the item pursuant to clause 7.9 above.

### 8. CARRIAGE

8.1 Unless otherwise specified prices quoted include delivery to destinations in the United Kingdom in which case the Company will select the mode of transport with due regard to urgency and cost. The entire cost of any other mode of transport to destinations in the United Kingdom which the Customer may specify [e.g. passenger train, parcel post etc] shall be borne by the Customer. No allowance will be credited for Goods collected from the Company's premises by the Customer.

### 9. SHORTAGES AND DEFECTS APPARENT ON INSPECTION

No liability will be accepted regarding claims or complaints as to shortages or transport damages unless notified to the Company by telephone within 72 hours and confirmed in writing within 7days, Goods claimed to be defective must be returned immediately, and if it is agreed by the Company that the Goods are defective, the Goods will be replaced or repaired free of charge.

### 10. DEFECTS NOT APPARENT ON INSPECTION

10.1 The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.

10.2 The Company shall not be liable for loss or damage suffered by reason of use of the Goods after the Customer becomes aware of a defect or after circumstances which would reasonably have indicated to the Customer the existence of a defect.

10.3 The Company may within 15 days of receiving such a written complaint inspect the Goods; the Customer if so required by the Company shall take all steps necessary to enable the Company to do so.

### 11. WARRANTIES AND LIABILITIES.

11.1 All components are subject to individual manufacturer's standard guarantees, details of which are available upon request.

11.2 The Company warrants that the Goods to be supplied by upon its acceptance of the Customers order will at the time of delivery be of satisfactory quality and in accordance with the Specification.

11.3 Subject to any limitations on the Company's liability elsewhere contained in these Conditions, the Company's obligation under the warranty at paragraph 11.1 shall be (at the Company's option) either:

- (a) to correct or repair or
- (b) to replace free of charge,

any Goods which are shown to the Company's satisfaction to have been defective at the time of delivery, provided that notice of such defect and satisfactory proof thereof is given by the Customer immediately after discovery and within 14 days from the date of delivery.

11.4 The Company shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Customer and the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions, misuse or alteration or repair of the goods without the Company's approval.

11.5 The Company shall be under no liability under the above warranty if the total price for the goods has not been paid for in full.

11.6 The Company shall not be liable for any consequential or indirect loss suffered by the Customer whether the loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Customer's negligence). Non-exhaustive illustrations of consequential or indirect loss would be:-

- loss of profits, loss of contracts, damage to property of the Customer or anyone else and personal injury to the Customer or anyone else (except so far as such injury is attributable to the Customer's negligence).

11.7 No representation is made nor warranty given by the Company as to the suitability or fitness of the Goods for any particular purpose, and the Customer shall be responsible for ascertaining whether the Goods are suitable or fit for the Customer's purpose, and the Company shall be under no liability for any loss damage expense or liability incurred by the Customer or any third party as a result of the Goods not being suitable for a particular use.

### 12. FORCE MAJEURE

12.1 If the Company is prevented (directly or indirectly) from making delivery of any Goods by reason of force majeure (as hereinafter defined) the Company shall be under no liability whatsoever to the Customer nor shall the Company be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of its obligations in relation to the Goods, and the Company shall have the right at its absolute discretion to allocate such deliveries as it is able to make, between deliveries pursuant to the Contract, and deliveries pursuant to any other contract with any third party.

12.2 The following shall be regarded as force majeure:

Act of God, explosion, flood, tempest, fire, accident, war, threat of war, sabotage, insurrection, civil disturbance, government requisition, acts, restrictions, regulations, bye-laws, prohibitions, or measures of any kind, on the part of any governmental, parliamentary, or local authority; import or export regulations, or embargoes, strikes, lock-outs, or other industrial actions, or trade disputes, shortages of raw materials, labour, fuel or parts of machinery, power failure, or breakdown in machinery, including tooling and die failure and any other cause whatsoever beyond the Company's reasonable control.

### 13. INDEMNITY

13.1 The Customer shall indemnify the Company on demand against any costs charges losses or expenses including legal fees which the Company may sustain or incur as a consequence of any failure by the Customer promptly and properly to perform its obligations hereunder.

13.2 The Customer shall indemnify the Company against any damages losses costs claims or expenses suffered or incurred by the Company in respect of any claim brought against the Company by any third party for any loss injury or damage wholly or partly caused by the Goods or the use or the use of any Container other than for storage of the Goods. Any loss injury or damage suffered as a result of a failure on the part of the Customer or any third party to use handle or deal with the Goods in a safe and proper manner and in accordance with all applicable regulations and all procedures recommended by the Company. Nothing in this clause will require the Customer to indemnify the Company against any liability to the extent that this arises as a result of the Company's own negligence.

### 14. TERMINATION

14.1 The Company shall be entitled without prejudice to its other rights and remedies, either to terminate wholly or in part the Contract or any or every other contract with the Customer or to suspend any further deliveries under the Contract or any or every other such contract in any of the following events.

- (a) if any debt due and payable by the Customer to the Company is unpaid.
- (b) if the Customer has failed to take delivery of any Goods under the Contract, or any other Contract as aforesaid otherwise than in accordance with the Customer's contractual rights.
- (c) if the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the Customer; or the Customer ceases, or threatens to cease, to carry on business; or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

14.2 In addition to any right of lien that the Company may have the Company shall in any of the events described in paragraph 14.1 (c) above have a general lien over all Goods sold and delivered by the Company to the Customer under the Contract or any other Contract.

14.3 Any implied right to sell the goods in the ordinary course of business shall terminate on the occurrence of any of the events listed in condition 14.1(c).

### 15. CANCELLATION

The Company will only agree to cancellation on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.

### 16. CONFIDENTIAL INFORMATION

All drawings documents and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without the written consent of the Company either give away loan exhibit or sell any such drawings or extracts there from or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.

### 17. GENERAL

17.1 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of this or any other Contract.

17.2 If any of the provisions of these Conditions is held by any competent authority to be invalid or un-enforceable in whole or in part, the validity of the other provisions of these Conditions, and the remainder of the provision in question, shall not be affected thereby.

17.3 The Customer shall not assign or transfer any of its rights benefits or obligations under the Contract (save with the prior written consent of the Company).

17.4 The Contract shall be governed by and construed in all respects in accordance with English Law, and the Customer hereby submits for all purposes of and in connection with the Contract, to the non-exclusive jurisdiction of the English Courts.

17.5 Any notice required to be given hereunder shall be sent to the Company at its registered office, and to the Customer at the address shown on the order or its registered office (at the Company's discretion). A notice shall be deemed to have been served, if by hand when delivered, if by telex or facsimile when transmitted, and if by first class post 48 hours after posting.

17.6 The clause headings are for reference purposes only, and do not limit or otherwise affect the interpretation of the foregoing Conditions.

17.7 Each of the provisions contained in these Conditions shall be construed as separate and severable.

17.8 A person who is not a party to the contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.