

SEAGLAZE MARINE WINDOWS LTD - CONDITIONS OF SALE

1. General

All orders are accepted only upon and subject to the following terms and conditions. These terms and conditions shall prevail over any terms and conditions attached to the Customer's order and shall apply save as varied by express agreement accepted in writing by both parties.

2. Quotations

All quotations are subject to confirmation by the Company on receipt of Customer's order and to availability at date of such order. Prices quoted are those ruling at the date of quotation and are subject to alteration without notice. All goods and articles will be invoiced at the prices ruling at the date of the invoice. Prices are quoted exclusive of VAT.

3. Payment

- (a) Payment for orders must be made in full within 30 days of the date of invoice. If the Customer delays in making payment beyond 30 days from the date of invoice the Company shall, on giving written notice to the Customer, be entitled to the payment of interest on the total amount of the invoice at 2% per month or any part thereof from the date of the invoice to the actual date of payment.
- (b) Any discounts offered by the Company shall be strictly subject to such special conditions as the Company shall attach thereto e.g. as to prompt payment

4. Delivery and Risk

- (a) Risk in the goods shall pass to the Customer immediately upon delivery to the Customer or his carrier or agent.
- (b) In the event of loss or damage of goods prior to risk passing to the Customer, the Customer must notify the Company within three business days of receipt or non-delivery. Damaged goods must be retained together with their packaging for inspection by the Company or its agents at the point of receipt. If goods are unexamined at the time of delivery the Customer must endorse the carrier's delivery note accordingly and examine the goods at his earliest convenience, but in any event within three business days of the date of delivery.
- (c) For the purposes of this clause 4. time is of the essence and business days exclude Sundays and Bank Holidays only.
- (d) Subject to strict compliance by the Customer with the terms of this clause 4. the Company will at its option repair or replace any goods which are lost or damaged in transit prior to risk passing to the Customer. This is the limit of the Company's liability for loss or damage in transit howsoever arising and whether arising by reason of negligence or not.
- (e) Any delivery date quoted is given in good faith but the Company shall not be liable for failure to meet any delivery date unless the Company has expressly agreed in writing that the time of delivery is of the essence.
- (f) Export shipments will be made F.O.B. U.K. Port unless otherwise agreed with the Customer in writing.
- (g) The Company reserves the right to deliver goods in instalments. In the event of the Company agreeing a delivery schedule with the Customer for the bulk delivery of goods any variations of such periodical deliveries will only be accepted by the Company upon one month's prior notice in writing and the Company reserves the right to pass on to the Customer any resulting loss or costs incurred including without limitation any cancellation fee imposed by the manufacturers of the goods.
- (h) Except where expressly agreed to the contrary, all prices quoted are exclusive of packaging and delivery costs which where the Company effects delivery shall be invoiced to the Customer separately.
- (i) If the Customer is overdue in payment of any sum to the Company howsoever arising or if the Customer has a receiver appointed over any part of its assets or passes any resolution for its winding up or has a petition for its winding up or administration presented against it, the Company may suspend any delivery and stop any goods in transit to the Customer.

5. Title

- (a) All goods supplied by the Company shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company the agreed price together with the full price of any other goods supplied to the Customer by the Company.
- (b) The Company may for the purpose of recovery of its goods, enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same if at any time the Customer is overdue in paying for the goods or any other goods supplied by the Company or if the Customer has a receiver appointed over any part of its assets or passes any resolution for its winding up or has a petition for its winding up or administration presented against it.
- (c) Until such time as the Customer becomes the owner of the goods, he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them identifiable as the goods of the Company.
- (d) The Customer acknowledges that he is in possession of the goods solely as fiduciary for the Company until the agreed price is paid in full together with the full price of any other goods supplied to the Customer by the Company and that the entire proceeds of sales of any goods for which the Customer has not paid the Company and of any product into which such goods have been incorporated are held in trust for the Company and shall not be mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies.
- (e) If goods the property of the Company are mixed with any other goods or are annexed to or incorporated therein or if at any time the Customer is overdue in paying for the goods or any other goods supplied by the Company or if the Customer has a receiver appointed over any part of its winding up or administration presented against it, the Company shall have the right to possession of the product thereof for the purpose of effecting physical severance of the Company's goods from such product and the Company shall not be liable to the Customer for any loss or damage whatsoever, occasioned by such act of severance and the Customer shall indemnify the Company against any third party.

6. Specifications

Save where the Company expressly otherwise agrees in writing all specifications, photographs, descriptions, illustrations and advertising matter published by or on behalf of the Company (hereinafter together referred to as "specifications etc") are to convey a general impression only of the goods offered and shall not constitute a contract for the sales by description of the goods nor form part of this contract nor amount to any representation with respect to the extent of specific compliance by the goods with such specifications etc. In so far as such specifications etc relate to goods not manufactured by the Company, they are based on information supplied by the manufacturer for which the Company accepts no liability at all. The terms implied by Section 13 of the Sale of Goods Act 1979 are hereby expressly excluded.

7. Product Performance

Data relating to performance published or communicated by the Company is either based on experience obtained during tests or on data supplied by the manufacturer and shall not be incorporated as a term of this contract nor amount to any representation unless a specified performance has at the Customer's request been guaranteed by the Company in writing.

8. Force Majeure

Notwithstanding any other provision hereof the Company is under no obligation or liability in respect of failure to complete or failure to deliver or delay in delivering the goods compromised in any order or contract caused directly or indirectly by reason of war, strikes, lock-outs or other labour disputes, adverse weather conditions, breakdowns, delays in transport, accidents, delay in obtaining materials, governmental prohibition or restriction or other circumstances beyond the Company's control.

9. Liability

- (a) Save as herein expressly provided any express or implied condition, statement, representation or warranty statutory or otherwise relating to any goods supplied by the Company is hereby expressly excluded as also is any liability in negligence or otherwise arising in contract or tort.

- (b) If any defect in any goods manufactured or assembled by the Company appears within 12 months of the date of invoice the Company shall (subject to being satisfied that the goods have been adequately maintained and that the defect arises from faulty material or workmanship and subject to the Customer returning the goods at his expense) at its option replace the goods or supply new parts or repair the defect. In such circumstances the new or repaired goods will be returned to the Customer free of charge.
- (c) In the case of goods not manufactured or assembled by the Company, the Company's liability shall be limited to such benefits as the Company may receive under the manufacturer's guarantee (if any) and the terms and conditions under which the goods were supplied to the Company.
- (d) In no event shall the Company be liable for the following loss or damage howsoever caused (and whether or not arising from negligence) even if foreseeable by or in the contemplation of the parties:
 - (i) Economic loss (which shall include loss of profits, business revenue and goodwill)
 - (ii) Special, indirect or consequential loss or damage
 - (iii) Any claim made against the Customer by a third party.
- (e) In no event shall the Company be liable for loss or damage arising out of or in connection with the following:
 - (i) Second hand goods
 - (ii) Goods which have been modified or altered by the Customer
- (f) Notwithstanding any other provision hereof liability for death or personal injury arising out of the negligence of the Company, its employees or agents is not excluded nor is any liability to any person dealing as consumer which it would be unlawful to exclude.

10. Intellectual Property Rights

So far as the Company is aware, no goods supplied by the Company infringe the intellectual property rights of any third party (whether such rights take the form of letters, patent registered design, design copyright, trademark or any similar right) but no warranty express or implied is given against the existence of such rights.

11. Cancellation or Amendment

Orders are accepted only on condition that no cancellation or amendment shall be made without the Company's prior written consent. The Company shall not unreasonably refuse such consent which shall be on terms that indemnify the Company against loss.

12. Law

This contract shall be construed in accordance with English Law and the parties agree to submit to the non-executive jurisdiction of the English Courts.