

## **General Conditions of Sale for Prototype Goods**

- 1.** "The Goods" means prototype windows, doors, hatches or other bespoke items manufactured by Seaglaze Marine Windows Limited. "The Seller" means Seaglaze Marine Windows Limited. "Prototype" is a product designed for test and evaluation purposes.
- 2.** The Contract incorporates these Conditions in so far as such Conditions are not varied by agreement in writing between the parties and any terms and conditions in any document of the buyer which is inconsistent with these Conditions shall have no effect.
- 3.** The Goods are sold in their actual quality and state, in respect of which the buyer hereby acknowledges that he has satisfied himself thoroughly by inspection. The buyer shall not be entitled to dispute the description of the Goods as delivered by the Seller after their purchase.
- 4.** The Goods sold are sold as prototype items and, as such, are sold for test and evaluation purposes. Notwithstanding, the goods are manufactured to comply with EN ISO92216. Any product failure in relation to ISO92216 will be subject to Seaglaze Marine Windows warranty as per our standard Terms and Conditions.
- 5.** Any information about the Goods, including matters relating to the use to which they have been put or processes to which they have been subject, is given in good faith by the Seller and to the best of its knowledge and belief, but the Seller does not accept responsibility for its accuracy.
- 6.** The Seller shall not be responsible for any failure to fulfil its obligations under the Contract which is due to any strikes, industrial disputes, accidents, breakdown or failure of plant, or any other cause outside the Seller's control.
- 7.** The Seller shall not be liable for loss of profit, damage to plant, or for any expenditure incurred on goods supplied or any consequential or special loss or damage sustained by the buyer by reason of any breach of contract by the Seller.
- 8.** Unless the Contract provides otherwise, the price shall be paid in full by the buyer at the time he takes delivery.
- 9.** Property in the Goods shall pass to the buyer on payment of the price in full.
- 10.** The Buyer shall indemnify the Seller against all actions, losses, liabilities, damages, claims, costs, charges, demands and expenses that arise out of, relate to or are in connection with the loss of, or damage to, any property (including but not limited to property of the Seller) or injury to, or death of, any person (including but not limited to any employee of the Seller) and the sale of the Goods, save to the proportionate extent that the same shall have arisen directly from the Seller's negligence or wilful default.
- 11.** The Contract for the sale of the Goods shall be personal to the buyer and the buyer shall not assign the whole or any part of the Contract to any third party without the prior written consent of the Seller. The giving of any such consent shall not release the buyer from any of his obligations under the Contract.
- 12.** VAT at the current rate shall be added to the price.