

Conditions of Sale

1.0 DEFINITIONS

- 1.) The term '**Seller**' means Uni Windows Ltd. The term '**Purchaser**' means and includes the purchaser and any of its subsidiary or associated companies. The term '**Materials**' includes any goods, plant, equipment and substances of every description.
- 2.) The term '**Order Form**' means the form issued by the seller and acknowledged and accepted by the Purchaser of Materials, the supply of which is the subject matter of the contract between the Seller and the Purchaser.
- 3.) The term '**Contract Price**' is the sum exclusive of VAT for which the materials set out in the Order Form are supplied by the Seller to the Purchaser. This Contract Price is to remain fixed until the date stated in the Order Form, but in any case no longer than six months from the date of issue of the Order Form.

2.0 Contract

- 1.) Only the **Order Form shall constitute the offer from the Seller to the Purchaser** and the form shall only be capable of being accepted, unless withdrawn in writing by the Seller, either by the Purchaser returning the signed form within 90 days of issue signifying the Purchaser's acceptance, subject to the Seller's conditions, of the above form, or else by the Purchaser and/or the Seller acting as if the Purchaser had accepted the above form. The **Order Form** and the Seller's **Conditions Of Sale** are considered as having been accepted by the Purchaser in case the Seller receives the deposit funds for the order as specified in the order form. Once the Order Form has been accepted by the Purchaser any variations will be subject to the Seller's acceptance in writing and any additional costs will be added to the Contract Price and become due at the same time.
- 2.) The **Order Form contains all the terms of agreement** between the parties, who have placed reliance upon no other terms or representations, and supersedes all or any other previous agreements or arrangements expressed or implied. Any materials supplied by the Seller are supplied subject to these conditions and these conditions only.

3.0 Delivery

- 1.) Delivery shall be to the address set out in the Order Form. The Materials shall be the risk of the Seller up to the point of the delivery arriving at the delivery address, after which time they are to be at the Purchaser's risk. The Purchaser shall be responsible for providing suitable access for delivery vehicles and for offloading and storing Materials upon delivery. **The Materials shall be deemed to be delivered, examined and accepted in good condition and as per the Order Form unless the Purchaser gives written notice to and received by the Seller within one week of the date of delivery** stating that the materials do not conform to the contract, specifying in that notice full details of the non-conformance.
- 2.) **Any time or date for the delivery named by the Seller is an estimate only** and the Seller shall not be liable for the consequences of any delays. Where a period is named for delivery and such a period is not extended by mutual consent in writing the Purchaser shall take delivery of the Materials within that time period. If the Purchaser shall not accept the delivery then the Seller may at its own discretion arrange for storage in joint names and insurance of the Materials at the Purchaser's risk. The Purchaser shall be responsible for all costs and expenses including insurance of such storage and in any event delivery shall be deemed to have taken place at the commencement of the above storage period. Costs and expenses will first become due at the end of each subsequent month.
- 3.) **Deliveries may be wholly or partially suspended** at the absolute discretion of the Seller and the time of such suspension added to the original contract period in the event of the Purchaser failing to provide all the necessary information at the time of contracting; or of a stoppage, delay or interruption of work in the establishment of the Seller or its agents or the manufacturers or the agents or the manufacturers or their agents prior to delivery, as a result of strikes, lockouts, trade disputes, breakdowns, accidents or any cause whatsoever beyond the control of the Seller or its agents or manufacturers and their agents respectively.

4.0 Specification

- 1.) Unless otherwise agreed in writing the Materials supplied by the Seller have been manufactured to the appropriate manufacturer's specification current at the time of manufacture. To allow for advances in the manufacturing process the Seller reserves the right to vary the specification of the Materials supplied without notice. However, the manufacturer's specification relates solely to the materials supplied by the Seller and is subject to the Purchaser complying with any requirements set out in the manufacturer's specification.
- 2.) The Seller does not accept responsibility for any discrepancies between the acknowledged order and the Purchaser's project documentation. The details of the order must be reviewed by the Purchaser prior to the order acknowledgement. By the **Order Form** the Purchaser confirms all details of the order (e.g. dimensions and other Material specifications) to be correct.

5.0 Payment

- 1.) Payment in full of all sums, costs and expenses arising under the contract shall be made by the Purchaser to the Seller of the Materials supplied no later than the last day of the month following delivery of the Materials and for the costs and expenses arising under the contract no later than the day they become due. Thereafter interest will be charged by the Seller to the Purchaser on the whole or any part of the sums outstanding at the rate of 5% per annum above the base rate of RBS plc, calculated on a daily basis. In this respect time shall be the essence of this Contract.
- 2.) Part payment by the purchaser of monies due to the Seller from the Purchaser arising under this or any other contract, or by force of law shall be ascribed as designated by the Seller failing which, firstly, to cover, in date order, any interest outstanding on this or other contracts between the Parties then to cover, in date order, any costs and expenses outstanding on this or other contracts between the Seller and Purchaser or their associates and subsidiaries and finally, such residue as remains to cover the contract price due under this contract.

3.) **All Materials delivered by the Seller are to remain the property of the Seller until all sums owed to the Seller by the Purchaser are paid.**

4.) The Purchaser is to hold all Materials delivered to it, which are the property of the Seller. The Purchaser is to keep all of the Seller's property in whatever form separate from his own property or in any property belonging to others, and to account to the Seller for his intrusions with the same. The Purchaser grants to the Seller a license to enter property his control in order to identify, protect and if necessary recover the Seller's property.

6.0 Lien

The Seller reserves the right to retain property of the Purchaser in its possession until all sums due from the Purchaser to the Seller

7.0 Warranties

1.0) No condition is to be made or to be implied nor is any warranty given or to be implied as to the type of wear of the Materials supplied or that they will be suitable for any particular purpose or condition other than that the materials conform to the manufacturers specification. The Purchaser further declares that it has placed no reliance on the skill or judgement of the Seller notwithstanding that such a purpose or conditions may be known or made known to the seller.

2.0) Materials represented by the Purchaser to be defective shall not form part of any claim for work done by the Purchaser or for any loss, damage, or expense whatsoever arising directly or indirectly from such defects but such Materials if returned to the Seller and accepted by them as defective will be made good, if practical, or replaced by the Seller at their absolute discretion. Defects in quality or dimensions in any delivery shall not be grounds for cancellation of any other contract or the remainder of the contract price.

3.0) **In the event of the Purchaser requesting an inspection of Materials supplied by the Seller on the grounds of the Materials being supplied in defective form and the defects being shown to be due to incorrect fitting, maltreatment, incorrect use or any other reason beyond the control of the Seller then the Purchaser shall be responsible for all costs and expenses incurred by the Seller in connection with such inspection.**

4.0) The Purchaser must accept the quality of the glass if it complies with the guidelines set out in the Glass & Glazing Federations standards for 'Quality of Vision'.

5.0) **The Warranty does not cover any damage to or breakage of the Materials due to slumping of the building construction, any damage or faults caused by unprofessional or improper installation, maintenance, manipulation or handling of the products. The Warranty does not cover any faults caused by over-dimensioning or non-adhering to the operating conditions or caused by a mechanical damage.**

6.0) Where the Seller provides the Purchaser with fitting of the Materials, the preparation and the state of the site (e.g. the structural openings), which the Purchaser has been acknowledged with at any point during the sales process, must be suitable for the fitting. Where such preparation is not suitable or not accepted by the Seller as suitable and the Purchaser insists on the fitting to be carried out, the Warranty will not cover faults, on both the Materials and the fitting, caused by the insufficient preparation.

All sliding and folding sliding doors require special preparation for the thresholds before fitting, which the Purchaser is acquainted with during the sales process, i.e. self-levelling concrete, concrete base or suitable steel plate or a timber block integral to the threshold, to be perfectly straight, flat and level, with no tolerance. Where this condition is not adhered to and the door is fitted anyway, the Warranty for the door is void.

Thresholds of all entrance doors are fitted to the level of the finishing floor level. Where plastic packers are used for the threshold to sit in such level, the space in between and around the packers is not filled or sealed with silicone foam and must be filled with concrete, in order for the door's threshold to sit on a solid surface. Where this condition is not fulfilled and the door threshold does not sit on a solid surface, the Warranty for the final product is void. If the Seller provides the Purchaser with fitting of entrance door, the filling of the space underneath the threshold, between and around the packers with concrete, is not part of the contract and will be charged as additional works.

8.0 Determination of Contract

1.0) If the Purchaser shall make default in or commit a breach of this contract or any other of its obligations to the Seller, or if any diligence or distress of execution shall be levied on the Purchaser's property or assets or if any diligence or distress of execution shall be levied on, the Purchaser shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy or its equivalent in the law of the Purchaser domicile shall be present or made against him, if the Purchaser is a limited company and any resolution or petition to wind up such company's business (other than for purpose of amalgamation or reconstruction) shall be passed or presented or is a receiver of company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the Purchaser's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Seller may otherwise make or exercise.

2.0) In the event of any such determination by the Seller in accordance with the above or any cancellation and/or repudiation of the contract by the Purchaser, and the Seller shall be entitled to recover all loss and damage of any kind consequential or otherwise which the Seller shall sustain in connection with such cancellation or termination. Upon the determination of the contract by the Seller all outstanding monies due by the Purchaser to the Seller including such sums due in accordance with these conditions will become due and payable immediately on demand of the Seller. The exercise of the rights conferred by this condition shall be without prejudice to any other rights enjoyed by the Seller pursuant to these conditions or by law including in particular the right to recover materials or the proceeds thereof from the Purchaser pursuant to condition 5 hereof.

9.0 General

1.0) The Purchaser shall not be able to assign any of its rights or duties under this contract without the written consent of the Seller.

2.0) The Seller shall be able to subcontract any of its rights or duties.

3.0) This contract shall be construed in accordance with the law of the place where the materials are delivered.