

CONDITIONS OF SALE

1. DEFINITIONS

In these conditions, except where the context otherwise requires, the following words shall have the meanings:

'The Buyer' means the person, firm or company with whom or with which the Company contracts subject to these conditions.

'The Company' means S.B.P. Limited - Permadoor, whose registered office is 4/5 Manor Park Business Centre, Mackenzie Way, Cheltenham, Gloucestershire GL51 9TX.

'The Contract' means the Contract made, or to be made between the Company and the Buyer subject to these conditions.

'The Goods' means the articles, products and all things, if any, including samples where relevant which form the subject matter of this Contract.

2. GENERAL

These conditions may not be modified or varied unless the Company agrees in writing and the Company shall not be deemed to accept any other conditions, even if placed in a purchase order or any other communication from the Buyer. All orders are subject to these conditions and the placing of an order shall be considered as acceptance of these conditions.

3. PRICES

Unless otherwise agreed in writing all orders are accepted subject to prices and any relevant discounts ruling at the date of despatch, and any price lists of the Company whether published or not shall not affect the right of the Company to charge for goods in accordance with this clause. All prices are subject to the addition of Value Added Tax at the appropriate rate. All prices quoted are exclusive of delivery charges. The Company reserves its right at its absolute discretion to refuse an order placed by any Buyer.

4. SETTLEMENT TERMS

a) All accounts are payable in accordance with the terms set out on the Company's quotation form or confirmation of order form; or if no terms are mentioned on those documents, within 30 days of the invoice date. No receipts will be issued against payment by cheque unless specifically requested. The Company, at its discretion, reserves the right to charge interest on overdue accounts at 2% per month. The Company can exercise this right in addition to any other rights it may have in respect of the goods or non-payment.

b) Where the Contract is to be or may be fulfilled in separate deliveries or part deliveries, payments for each such delivery or part-delivery, shall be made as if the same constituted a separate Contract.

c) If the Buyer is in default of payment in relation to any invoice the Company reserves the right to demand in writing immediate payment of sums outstanding under all invoices whether or not payment is due to the Company. If payment is not received forthwith the Company reserves the right to take any steps it considers necessary in order to effect payment of all monies invoiced to the Buyer.

5. CREDIT

Any Contract shall be subject to the Company being satisfied as to the Buyer's credit worthiness and in its absolute discretion, having informed the Buyer that the goods are ready for delivery, the Company may refrain from delivery of the goods until such time as the Buyer tenders the purchase money to the Company in a form satisfactory to the Company.

6. ORDERS

Orders sent in confirmation of telephone instructions should be clearly marked as such, otherwise any additional expense incurred by the Company as a result of duplication of order will be charged to the Buyer.

7. DELIVERY

a) Delivery, unless the confirmation of order otherwise provides, shall be deemed to take place on the goods being handed to the Buyer or to the carrier for carriage to the Buyer at the Company's premises. Delivery dates are promises given in good faith by the Company to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the time stated. No liability for direct or consequential loss or damage of any nature whatsoever arising from delay in delivery will be accepted by the Company. Goods quoted from stock are quoted subject to being unsold at the time the order is accepted.

b) The Buyer shall pay to the Company reasonable storage charges for any period subsequent to the date of delivery during which the customer fails or neglects to collect or accept delivery of the Goods.

8. TITLE TO GOODS

a) The risk in the Goods shall be passed to the Buyer on delivery.

b) Until full payment has been received by the Company for all the Goods howsoever supplied and all services rendered at any time by the Company to the Buyer;

i) Property in the Goods shall remain in the Company; and

ii) Subject to conditions iii) and iv) below, the Buyer shall be free to sell the Goods in the ordinary course of its business on the basis that the proceeds of the sale shall be the property of the Company, and the Buyer shall account therefore to the Company on demand. The Buyer will have no authority to enter into any Contract of sale on behalf of the Company; and

iii) The Company may at any time revoke the Buyer's power of sale referred to in Condition ii) above, by written notice to the Buyer if the Buyer shall be in default in payment of any sum howsoever due to the Company for seven days or more or if any cheque or negotiable instrument shall be dishonoured, or if the Company in good faith shall have doubts as to the solvency of the Buyer; and

iv) The Buyer's power of sale referred to in condition ii) above shall automatically cease if any receiver and/or manager or administrator or administrative receiver shall be appointed over any or all of the assets or undertaking of the Buyer, or if any winding up order shall be made against the Buyer, or if the Buyer shall go into voluntary liquidation (otherwise than for the purposes of, and followed by reconstruction or amalgamation) or call any meeting of or make any arrangement or composition with creditors or if any petition in respect of a bankruptcy order shall be presented against the Buyer or if an application shall be made for an interim order in connection with any proposals for a voluntary arrangement of the Buyer's affairs; and

v) Upon the determination of the Buyer's power of sale under conditions iii) and iv) the Buyer shall place the Goods at the disposal of the Company, and the Company shall be entitled, using only such force as may be necessary, to enter upon any premises of the Buyer for the purpose of removing the Goods from the premises; and

vi) The Company shall at any time be entitled to appropriate any payment made by the Buyer in respect of any Goods in settlement of such invoices or accounts in respect of such Goods as the Company may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

9. INSPECTION AND DELIVERY, SHORTAGES AND COLOUR MATCH

On receipt Goods should be checked with the advice note enclosed with the Goods and should be examined to ensure that there are no defects and that the Goods are of merchantable quality and to ensure that the colour supplied is correct. Goods received in a damaged or unsatisfactory or unmerchantable condition must be signed for as such. Returns will not be accepted if the Goods are incorrectly supplied or the colour is wrong once they have been fitted, altered or modified in any way. If no notification is received by the Company within seven days of delivery the Goods will be deemed to have been delivered in accordance with the delivery advice note, to be of merchantable quality and to be satisfactory in all respects. In the event of the Company receiving notification from the Buyer within seven days of delivery to the effect that the Goods are not the Goods ordered or are the wrong colour or are not of merchantable quality then the Company will as soon as practicable arrange for the Goods to be inspected. If the Company then agrees that the Goods are faulty in any way they will as soon as practicable replace the Goods (or such part thereof as is faulty).

If the Company does not agree with the Buyer's contention that the Goods are faulty then the matter will immediately be referred to arbitration under the terms of Clause 15 hereof.

10. RETURNS

Goods correctly supplied may not be returned without the Company's written agreement. Goods so returned must be consigned "carriage paid" and accompanied by a packing note stating the Company's invoice number and date thereof together with the reason for return. Any article which has been supplied to special requirements cannot be accepted for credit under any circumstances, and in other instances, a re-stocking charge may be imposed. Returns will only be accepted if all items are unmarked and in new condition with item packaging (if applied) unbroken.

11. WARRANTY

i) The Company's liability in respect of Goods manufactured and supplied by it shall be limited to repair or replacement of any Goods developing defects whilst correctly installed and in normal use where such defects are due to faulty design, materials or workmanship and occur and are notified to the Company in writing by the Buyer within seven days of the Buyer taking possession of the Goods; (full details of the warranty are set out in the installation guidelines which are supplied with the goods and will be deemed to be part of these conditions); The Company will not be liable for goods which have been fitted incorrectly or not in accordance with the fitting instruction pamphlet; and

ii) At the Company's discretion, any Goods alleged to be defective shall be returned at the Buyer's expense to the Company's works for inspection; and

iii) The Company, its employees and its agents shall be under no further liability for any injury, loss or damage of any kind whatsoever or howsoever arising whether indirect or consequential; a non-exhaustive list of such losses would include

a) Loss of profit b) Loss of contracts

c) Damage to the Buyer's property or property of any other person d) Personal injury to the Buyer or any other person other than that caused by the Company's negligence.

The Buyer accepts that it is their responsibility to insure against the risks outlined in 11 iii) (a-d) above; and

iv) All conditions and warranties expressed or implied by statute, custom, common law, or trade practice are hereby expressly excluded to the extent allowable; and

v) 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 Buyer; and

vi) Where glass is supplied it may be subject to minor imperfections in manufacture and whilst every effort is made to remove these faults in cutting the Company will not accept any liability for such imperfections.

12. DESCRIPTIVE MATTER AND ILLUSTRATIONS

All descriptive and forwarding specifications, sales catalogues, drawings and particulars of weights and dimensions issued by the Company are approximate only and are intended only to present a general idea of the Goods to which they refer and shall not form part of the Contract.

13. COPYRIGHT

All drawings, descriptions and other information submitted by the Company shall remain the property of the Company together with the Copyright therein.

14. BUYER'S OBLIGATIONS

The Buyer will ensure that all Goods are used and fitted by experienced and trained personnel. Where appropriate the fitter should refer to the fitting instruction pamphlet, and the Buyer should be given a copy of the maintenance pamphlet and it should be explained to the Buyer by the fitter. If for any reason the Buyer does not know how to use or fit the Goods properly he should specifically request the Company in writing to supply further information and/or explanatory leaflets for that purpose. The Buyer will keep the Company fully indemnified as a result of any accident or claim by a third party which arises as a result of the Buyer's negligent act or omission howsoever it occurs.

15. DISPUTE

In the event of any dispute hereunder the matter shall be referred to a single arbitrator appointed by agreement between the parties or, in default of agreement within seven days, nominated on the application of either party by the President for the time being of the Royal Institute of British Architects. The arbitrator's decision shall be final and binding upon the parties and the arbitrator shall have the right to nominate how the costs of the arbitration shall be paid by the parties.

16. GOVERNING LAW AND JURISDICTION

The Contract shall in all respects be governed by and construed in accordance with English Law and the Company and the Buyer shall submit to the jurisdiction of the English Courts

17. CONTINUAL IMPROVEMENTS

As it is company policy to continually improve products, methods and materials, changes of specification may be made from time to time without prior notice. Slight variations in colour may occur due to the handcrafted nature of the product or the limitations of the printing process. This statement does not affect your statutory rights.

18. CANCELLATION POLICY

The Company will only agree to cancellation up to the date of manufacture provided that the manufacture of the Goods concerned is not started and on condition that:

(a) All costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage suffered by the Company by reason of such cancellation will be paid forthwith by the Customer to the Company; and

(b) Any cancellation that is notified to the Company by telephone shall be followed by notification in writing within 48 hours of the initial telephone notification.

19. CONSEQUENTIAL LOSS

Permadoor will not be held responsible for any consequential losses following installation of Permadoor product via a third party.