



CONDITIONS OF SALE

1. General

- a) The Company means Tradeglaze (Lincoln) Ltd with its registered address of "16 Bishops Road, Off Outer Circle Road, Lincoln, LN2 4JZ.
- b) These terms form part of the terms of trade with the Company and acceptance of any order or quotation for the supply of goods shall be deemed to comply with those terms. Any other terms implied or otherwise shall be irrelevant to such quotes and orders unless specifically agreed in writing by the General Manager or Director of the company prior to acceptance.
- c) No previous dealings with the Company shall be taken as acceptance of agreed terms and this document supercedes and replaces all previous terms of trading.
- d) Acceptance of goods from the Company by the customer shall be conclusive evidence of acceptance of these goods.

2. Drawings and Descriptive Documents

- a) The Company will not be responsible for any drawings or descriptive documents supplied by a customer.
- b) Company catalogues, circulars and advertisements are not intended to be representations of fact but are an approximate guide for information only.

3. Deliveries

- c) The Company cannot accept orders under penalty for late delivery and shall not be liable for delay in delivery. The Company reserves the right to make part delivery. All delivery dates are estimates only and the Company shall not be liable for damages relating to non delivery or late delivery by the customer or a third party.
- d) The Company's responsibility ceases when the goods have been delivered to the requested delivery address. It is the customers responsibility to ensure a person with the customers authority is present at the delivery address to sign for the goods. If the Company delivers to the customers requested address and nobody is available to sign the delivery note , the Company will leave the goods at the customers risk and the delivery driver will sign on behalf of the customer.
- e) All damages must be reported within 24hrs of delivery by the customer to the Company, otherwise they will not be accepted by the Company.
- f) The customer shall not be entitled to rescind the contract if delay in delivery occurs due to the supply of materials not being available to the Company in time for the delivery.

4. Acceptance

- a) The intending Purchaser shall inspect the goods on receipt and must within 24 hours, inform the Company of any matter where it is alleged that the goods are not in accordance with the order. If the intended Purchaser shall fail to give such notice the said goods shall be deemed to be accepted and due payment in accordance with the terms of the order.

5. Conditions as to Title to Goods

- a) Until such time as the agreed price of the goods is paid to the Company in full, the Company shall remain the sole and absolute beneficial owner of the goods.
- b) Any goods which are the subject of an agreement to sell shall be at the risk of the intended purchaser as soon as they are delivered to the agreed customers address or purchaser premises.
- c) The Company may without prejudice to any of its other rights, recover or resell the goods or part thereof in the event of the earliest of the following:
 - 1. Expiration of the credit period and non payment.
 - 2. The intending Purchaser is subject to bankruptcy petition or enters into an individual Voluntary Arrangement.
 - 3. The intending Purchaser does anything or fails to do anything which would entitle a Receiver to take possession of the goods, or could lead to the appointment of an Administrator or the presentation of a winding up petition.
 - 4. The intending Purchaser hereby grants the Company and its agents the right to enter its premises and recover its goods; and hereby grants the Company a Licence for such action without prejudice to the Company's other rights.
 - 5. A change in control of the Purchaser or a change to the ownership of the majority shareholding.
 - 6. The Company has reasonable grounds for suspecting that an event has occurred or will result in non payment. The Company shall have the right to recover any cost incurred in such action from the Purchaser.
- d) Whilst the goods at the Purchaser's premises remain the property of the Company the Purchaser shall insure the goods against all loss.

6. Third Party Manufactured Goods

- a) Goods supplied but not manufactured by the Company are sold to the conditions of sale of the manufacturer. The Company will at the request of the Purchaser pass on benefit of any warranties or conditions relating to such condition or performance.

7. Claims

- a) The Company shall not be liable in contract or Tort or otherwise for any representations, advice or assistance given in connection with the goods, whether before or after the contract.
- b) The Company's total aggregate liability for the contract to supply all goods is limited to the invoiced price of the goods. In no circumstances will the Company otherwise be liable for any indirect or consequential losses including loss of goodwill or loss of profits.

8. Prices

a) The prices quoted are exclusive of V.A.T and any other applicable duty. All prices which are quoted or which represent the terms of a contract are valid until altered in writing but are nevertheless subject to variation in the event of cost increases; specifically but not exclusively including foreign exchange surcharges. The prices tendered are exclusive of transport and insurance costs unless specifically stated as inclusive.

9. Payment

a) Unless otherwise agreed in writing by a Company Director of the General Manager, payment is due to be received by the Company without deduction at the end of the month following the month of delivery. In the event of non payment the Company reserves the right to cancel any orders for future delivery whilst not prejudicing claims the Company has for payment.

b) The Company may in its sole discretion stipulate payment in advance of delivery.

c) In the event of non payment in accordance with the terms of the contract, the Company reserves the right to: -

1. Increase the price for the goods to take account of cost increases and
2. Charge interest on outstanding monies at 6% p.a. above the Nat West Bank's base rate until such time as payment is Received in full.
3. Without further deliveries of goods.

10. Law

a) Where the Purchaser constitutes two or more persons, the liability shall be joint and several.

b) If any of these terms become illegal or invalid for any reason the other terms shall remain in force.

c) The contract for the sale of goods shall not be assignable by the Purchaser without the written consent of the Company.

d) These terms shall be governed by English Law and the parties to the jurisdiction of the English Courts.