

TERMS & CONDITIONS OF SALE

1. GENERAL

All sales contracts of Capital Garage Doors Ltd (herein referred to as "the Seller") shall be deemed to incorporate these conditions except in so far as these conditions are varied by any special conditions agreed in writing between the parties. Any terms and conditions in the purchase order which are inconsistent with these conditions shall have no effect.

2. CATALOGUES

Catalogues, price lists and any advertising matter published by the Seller are intended only to give an indication of the general nature of the goods available and nothing contained in any such catalogue, list or other matter shall be or be deemed to be a representation by the Seller or a condition or warranty affecting any goods sold.

3. PRICES

- (i) No quotation made by the Seller shall be or be deemed to be an offer to sell goods at the price or prices stated in such quotation, unless otherwise expressly stated all quotations shall be valid for a fixed period of 45 days only.
- (ii) Unless otherwise expressly agreed in writing the price payable for all goods supplied by the Seller shall be the price ruling at the date of despatch plus value added tax thereon at the rate ruling at the date of despatch.

4. PAYMENT

- (i) All goods shall be paid for in full by the Purchaser to the Seller at the time of ordering, by cash, cheque or by credit card.
- (ii) Where account facilities apply, having been expressly agreed in writing by the Seller, the price shall be paid in full by the Purchaser to the Seller within 30 days of the date of the invoice.
- (iii) The Seller reserves the right to charge interest at a rate of two percent above the National Westminster Bank base rate from the date when the price falls due for payment until the date on which such payments are actually received by the Seller, and in the case of any default in payment the Purchaser shall give the Seller every assistance in the repossession of the goods in respect of which payment has not been made.

5. TRANSFER OF TITLE

- (i) Title to goods shall only pass to the Purchaser from the date of payment in full of all sums payable to the Seller under the contract by which those goods were supplied or any other contract. Until such time, goods remain the absolute property of the Seller and the Purchaser shall keep them insured to their full invoice value. Such goods shall be stored in such a way that they are readily identifiable and the Seller shall be entitled to repossess such goods at its entire discretion and at any time prior to payment in full therefor. The Purchaser hereby grants the Seller, its servants and agents a licence to enter upon the Purchaser's premises for the purpose of repossessing the same. Such repossession shall

not affect in any way the continued existence of any contract between the parties.

- (ii) If goods in which title has not passed to the Purchaser are subjected to any process, addition or treatment, the property in the goods so processed, added to or treated, shall be vested in the Seller until title has passed.
- (iii) All goods sold by the Purchaser to third parties before title has passed to the Purchaser, shall be sold as agent for the Seller and all proceeds received from such sales shall be held by the Purchaser in trust for the Seller, until payment in full of all amounts outstanding has been received by the Seller.
- (iv) Notwithstanding that property in any goods has not passed to the Purchaser, the Seller shall be entitled to sue the Purchaser for the price of such goods if not paid on the due date.

6. DELIVERY

- (i) Any time for the delivery stated by the Seller will be an estimate only on the likely time required to effect delivery from the date of receipt by the Seller of full and final instructions. The Seller will make every reasonable effort to comply with such estimate but the Purchaser shall have no right to damages or to cancel any contract with the Seller by reason only of failure on the part of the Seller to meet any stated delivery time.
- (ii) The Seller will endeavour to comply with reasonable requests by the Purchaser for postponement of any stated delivery date but shall be under no enforceable obligation so to do. In the event of any such postponement at the request of the Purchaser, the Purchaser shall pay to the Seller on demand all costs and expenses thereby incurred including a reasonable charge for storage thereby occasioned.
- (iii) When the goods are sold "carriage paid" by the Seller, delivery shall be deemed to take place at the moment the goods are lifted from the delivery vehicle and thereafter the goods shall be at the risk of the Purchaser in all respects.

7. DAMAGE IN TRANSIT

No claim for goods damaged or lost in transit will be accepted by the Seller unless written notification of such damage or loss is given to the Seller by the Purchaser and the carrier within four working days of receipt of the goods by the Purchaser and all damaged goods are retained by the Purchaser pending inspection by the Seller and carrier.

8. LIABILITY

- (i) In placing an order with the Seller subject to these conditions the Purchaser is deemed to acknowledge that the Purchaser is not dealing as a consumer and that the provisions of these conditions restricting the liability of the Seller are (save as may be notified in writing by the Purchaser to the Seller before the time at which such order is accepted) fair and reasonable in the light of all circumstances then known to the Purchaser.
- (ii) All goods supplied by the Seller are warranted fit for

the normal purpose for which such goods are intended. No liability is accepted if the goods are found not to be fit for any other purpose whether or not such other purpose was made known to the Seller before the contract was made. Any recommendations made by the Seller in such circumstances are made in good faith but as the conditions of use are outside the control of the Seller, it is for the Purchaser to satisfy himself as to the suitability of the goods. Save as aforesaid any conditions or warranty implied or imposed by law as to the quality fitness for the purpose or otherwise however of any goods supplied by the Seller is hereby expressly excluded and in no circumstances (except death or injury caused by the Seller's negligence) shall the Seller be liable for any loss injury or damage caused or arising whether in contract or in tort save as expressly provided and to the extent provided in this condition.

- (iii) If any defect in workmanship or materials shall manifest itself in any goods supplied by the Seller within six months of the date of delivery thereof provided always that the goods shall not have been found not to be to specification the Seller shall have the right at its sole discretion to replace free of cost to the Purchaser (other than the cost of carriage) any such goods or parts thereof and the Purchaser shall be obliged to accept such replacement in full satisfaction of its claim and shall also return to the Seller at the expense of the Purchaser the goods originally delivered or such defective part thereof as may have been replaced. If the Seller shall fail to replace such goods or parts thereof any amount recoverable by way of damages from the Seller by the Purchaser shall be limited to the difference between the value of the goods at the time of the delivery to the Purchaser and no claim whatever by the Purchaser shall entitle the Purchaser to withhold payment of the price of any goods or to any right of set-off against any payment due to the Seller under any contract made by the Seller and the Purchaser, nor will any claim made by the Purchaser entitle the Purchaser to reject any goods supplied and treat the contract as repudiated and any remedy of the Purchaser shall be in damages only as hereinafter provided.

9. FORCE MAJEURE

In the event of any act of God, outbreak of war either general or local, riot or other civil commotion, strike lock-out or act or decree of any government or any other matter of thing beyond reasonable control of the Seller the Seller:

- (i) Shall not be liable for any injury or damage of any kind thereby caused or resulting therefrom; and
- (ii) May at the sole discretion of the Seller withdraw wholly or in part from the contract without any liability whatsoever. The construction validity and performance of this contract shall be governed by the laws of England and all disputes which may arise under out of or in connection with or in relation to this contract shall be subject to the jurisdiction of the courts of England.