

DEFINITIONS

In these terms and conditions "The Company" shall mean PCP Cladding Ltd. and "The Purchaser" shall mean the firm, company, corporation, person or body by whom an order is given to the Company.

APPLICATION OF TERMS

These terms and conditions shall apply to all quotations and sales of goods by the Company and unless otherwise agreed in writing shall be the only terms and conditions relating to any contract arising there from. Any conditions or other terms put forward on behalf of the Purchaser in his order or otherwise are expressly excluded other than such statutory conditions or warranties as may not be capable of exclusion,

2. QUOTATIONS

Quotations are open to acceptance within thirty days of the date of the quotation only. Prices quoted by the Company are subject to increase without notice in the event of there being any rise in the market price of the goods after the date of the quotation or order and prior to delivery occasioned by any cause outside the control of the Company. We shall be entitled to add to the invoice price and to recover from the Purchaser any Value Added Tax or other tax which is in force at the time of execution of the contract or any taxes which may be added thereafter and which shall apply to this contract.

3. PRICES

Goods will be invoiced and paid for at the Company's prices current at the date of dispatch of the goods, such prices superseding and replacing all previous quotations or other prices unless otherwise specifically agreed in writing. The Company will do its best but shall not be bound to inform the Purchaser of any such increase.

4. VARIATIONS

Any variation and/or modification to a contract to be effective must be forthwith confirmed by the Purchaser and approved by the Company in writing.

5. AVAILABILITY OF GOODS

Any order may be cancelled by the Company without notice if the Company is prevented from obtaining, purchasing or manufacturing the goods or from delivering the same by reason of force majeure, civil commotion, adverse weather conditions, strike, lock-out, fire, accident, breakdown of plant, machinery or vehicles or any other cause outside the control of the Company, and the Company will not accept liability for delays, damages, breakages, or any other consequences arising from or contributed to by any such matters.

6. PAYMENT

Payment will be made in cash or credit card at the time an order is placed unless the Company has agreed monthly credit facilities. Monthly credit facilities shall mean that all goods delivered in any one calendar month shall be paid for by the Purchaser in full on or before the last day of the month following delivery. The Purchaser shall not be entitled to set off against any amount due to the company any amount due or claimed against the Company by the Purchaser whether under this or

any other contract. In the event of non payment of any amount due from the Purchaser the whole balance outstanding on the Purchaser's account shall become payable forthwith, and the Company reserves the right to withhold further deliveries until such payment has been effected, cancel any contract with the Purchaser without being liable to the Purchaser for any losses occasioned or arising there from, or at the Company's discretion to cancel the monthly credit facility with the effect that all further goods supplied to the Purchaser must be paid for in advance. The Company also reserves the right to disallow any discount that may be applicable to the contract entered into by the Purchaser and to charge interest on such outstanding accounts at a rate not exceeding 15%.

7. TITLE TO GOODS

Ownership of the goods shall not pass to the Purchaser until payment in full for the same has been made to the Company. If the goods concerned remain unsold in the custody of the Purchaser, they shall belong to the Company and be returnable to us on demand.

8. DELIVERY

(a) Quotations (unless otherwise expressed) include the Company's charge for delivery of goods to the site nominated by the Purchaser, such charges being based upon the assumption of unrestricted site access: level stacking space, firm standing, assistance for unloading on site and a maximum unloading time of 1 hour. Should the Purchaser take longer than the 1 hour allowed or having failed to provide the above facilities, the Company reserves the right to re-imbursment of any charges incurred as a result of delays in unloading, or to withhold delivery and charge for the wasted journey.

(b) Whilst the Company will make every effort to deliver goods to such points on a site as may be requested by the Purchaser the Company does not undertake to deliver to any specific point but merely to the nearest accessible point on a good hard road.

(c) The Company will not be liable for any damage done to goods from unloading or handling on site, unless such damage is occasioned by the act or neglect of the Company's agent or servant.

(d) Although the Company will use its best endeavours to comply with the Purchaser's delivery requirements, the Company will not be liable for delays in delivery howsoever occasioned and time shall not be deemed to be the essence of the contract.

(e) If there is no proper site access, storage space or unloading facilities the Company reserves the right to withhold delivery and charge for the wasted journey.

(f) If the Company holds goods for more than 14 days from receipt of delivery instructions from the Purchaser or the Purchaser does not accept the goods within that period the Company may invoice and is entitled to be paid for such goods as also for the storage of same.

(g) Where goods are collected ex-works by the Purchaser or his servant or agent the Company's responsibility ceases when the goods are handed over to the Purchaser or his servant or agent.

(h) Goods delivered by rail will be dispatched at Owner Risk Rates unless the Purchaser otherwise expressly requests.

(i) The Company will not accept liability for shortage or loss of goods unless written notification thereof is given to it by the Purchaser in compliance with clause 14(a) hereof.

9. SUITABILITY OF GOODS

The Company will accept no liability as to the suitability of the goods for the purpose for which the Purchaser may require them.

10. SAMPLES

Samples submitted by the Company are an indication of texture and colour and general appearance only. Supplies of product cannot be guaranteed to correspond in every respect with any samples provided. Any reference in a quotation to British Standards, Technical Data or other specifications are intended as a guide only, and if the Purchaser wishes to rely on any such matter as a term of the contract the same must be put in writing by him and agreed by the Company prior to or at the time of entering into any such contract-

11. QUALITY OF GOODS

The Company warrants that the goods shall be of sound materials and workmanship, and in the event of a defect in the goods being notified to the Company in writing within 5 days of the date of delivery.

Notification time shall be of the essence, and the Company being satisfied the defect is the result of unsound materials or workmanship the Company will at its own cost replace the goods delivered with goods of sound materials and workmanship or otherwise reach an agreed settlement with the Purchaser. In the event of the goods delivered not being those ordered by the Purchaser and of the Purchaser notifying the Company thereof in writing within 5 days of delivery, in respect of which notification time shall be of the essence, the Company will at its own cost and as speedily as practicable replace the said goods with a like quantity of goods of the nature ordered by the Purchaser. Save as aforesaid the Company shall not be liable in contract or otherwise in respect of any loss or damage suffered by the Purchaser as a result of any defect in the goods supplied. Whilst every effort will be made to avoid variation of colour in the goods delivered, the Company neither guarantees nor warrants that such variations will not occur or that they will conform to sample, either in quality or in colour

12. CLAIMS

- (a) Any claim for alleged faults or short delivery must be notified by the Purchaser in writing to the Company within 5 days of the date of delivery, time to be of the essence.
- (b) The Company shall have the right to examine any goods claimed by the Purchaser to be faulty and shall have the right to require the Purchaser to return such goods to the Company at the Purchaser's own cost for examination.
- (c) The liability of the Company shall be restricted to replacing any goods found to be faulty or at its option to refund to the Purchaser only that part of the contract price relating to such faulty goods.
- (d) All liability for direct or consequential loss whether arising from delay in dispatch, delivery, failure of goods to meet specification or performance defects in manufacture or otherwise is hereby expressly excluded
- (e) The Company will not accept claims in the following circumstances
 - i) during transit in the Purchaser's own transport to site.
 - (ii) Force majeure, Act of God or matters beyond the Company's control. (iii) Where goods have been improperly used, stored or protected.
 - (iv) Where goods are not suitable for the purpose to which the Purchaser has or wishes to put the same.
 - (v) In respect of general weathering of goods.

13. ASSIGNMENT

Any contract entered into between the Purchaser and the Company shall be non- assignable.

14. CANCELLATION

Contracts with and orders placed with the Company may only be cancelled with the Company's prior written consent. In cases where the Company has been required to produce drawings or moulds before manufacture in respect of the Purchaser's order the Company may require reimbursement of such sum from the Purchaser as a condition of consenting to cancellation. In every case where the Company consents to cancellation the Company reserves the right to claim for any loss of profit or such proportion thereof as the Company at its absolute discretion sees fit, suffered by the Company as a result of such cancellation.

15. JURISDICTION

Every contract to which these terms and conditions apply shall be construed to accordance with English Law and any dispute shall be submitted to the judicial of the English Courts.

16. GENERAL

Errors and omissions excepted,