

TERMS & CONDITIONS OF SALE

1 QUOTATION AND PRICES

Quotations are for information only and are not binding on us until we have accepted an order in writing, and we reserve the right to revise quoted prices and charges in the event of any changes in our costs and/or prevailing conditions between the date of quotation and the date of despatch, and in the event of any devaluation or revaluation of any currency

2 INTERPRETATION

In these conditions of sale the Expression "the Company" shall mean Clear View Secondary Glazing (a division of Connection Products Ltd), its servants and agents. "The Buyer" shall mean any customer of the Company. "The Goods" shall mean products supplied or sold, or work or service performed by or on behalf of the Company. No employee of the Company has authority to vary or add to or depart from these terms or make any representations about the goods on the contract made herein. Acceptance of the goods by the Buyer shall be conclusive evidence before any Court or Arbitrator that these terms apply. Previous dealings between the Company and any customer shall not vary or replace these terms or be deemed in any circumstances whatsoever to do so.

3 PROPERTY

Until payment has been made in accordance with the above.

(i) Upon request by the Company the Buyer as bailees (or trustees) of the goods that they are identified as the property of the Company notwithstanding that the Buyer may have made new objects from the goods or mixed the goods with other objects.

(ii) The Buyer shall be entitled to sell the goods at a proper price to a bona fide purchaser for value with normal course of business and deliver the same pursuant to such a sale. The proceeds of sale belong to the Company until the Buyer has paid in full to the Company all sums owing by the Buyer to the Company under or arising from any transaction sale or account whatsoever. The said proceeds of sale shall be kept separate and at the written request of the Company kept in a bank account nominated by the Company.

(iii) The Buyer shall not exchange or barter the goods in any way whatsoever.

(iv) The Buyer and not the Company shall be liable for any breach of contract, warranty or misrepresentation made by the Buyer in the course of such a sale and the Buyer shall keep the Company indemnified in respect hereof.

(v) Upon request the Buyer shall assign forthwith to the Company if necessary by deed of assignment the benefit of any agreement whether written or oral under which the goods have been sold including but not limited to any claim for the sale price thereof or their recovery or value. Upon assignment the Company shall be entitled to pursue any remedy open to the Buyer and shall be entitled to retain any sum or property recovered as payment of any sum owing to the Company by the Buyer.

(vi) If the Buyer does not pay for any Goods supplied by the Company within the period of credit prescribed herein or otherwise agreed the Company shall be entitled to enter upon the Buyers premises and take possession of any goods supplied to the Buyer by the Company (where appropriate detaching them from any objects of which they have become part or with which they have been mixed without liability to the Buyer for any consequential damage to the said objects).

(vii) Upon the happening of any act whatsoever or the commencement of any proceedings which could lead to bankruptcy, liquidation or the appointment of a receiver or manager of the Buyer all sum in respect of the goods delivered by the Company to the Buyer or arising from or under any transaction sale or account whatsoever shall become due immediately.

4 APPLICATION

All orders are accepted only upon the terms and conditions herein contained. Unless expressly accepted by the Company in writing no addition or modification of any agreement incorporating these conditions shall apply, not shall terms and conditions submitted by the Buyer form part of any contract binding on the Company.

5 RISK

a) The Buyer acknowledges that before entering into an agreement for the purchase of any Goods from the Company the Buyer has expressly represented and warranted that the Buyer is not insolvent and has not committed any act of bankruptcy, or being a Buyer with limited or unlimited liability knows of no circumstances which would entitle any debenture holder or unsecured creditor to appoint a receiver or to petition for the winding-up of such a company or exercise any other rights over or against such company's assets.

b) All Goods sold by the Company shall remain the property of the Company, which will retain full legal title to all Goods, until the Buyer has paid the Company the full price of such goods

c) The Buyer acknowledges that he is in possession of the goods as bailee or agent of the Company until such time as the Buyer shall have paid to the Company the full price of such Goods, together with the full price of any other Goods purchased by the Buyer from the Company.

d) The Buyers right to possession of the Goods shall cease if the Buyer, not being a Company, commits any act of bankruptcy or if being a company, does anything, or fails to do anything which thereby entitles a Receiver to take possession of any or all of the assets of the Buyer or which thereby entitles any person to present a petition for winding up the Buyer. The buyer also acknowledges that if the Company require the immediate return of the Goods, they may enter the premises where the Goods are held and may repossess the same.

6 PAYMENT

a) The full price of the Goods including VAT as invoiced shall become due and payable to the company without deduction upon collection or receipt as follows: for supply and installation services a 25% deposit of the total order is payable on placement of order, the total & final balance is due on completion of installation. Supply only or internet orders, Full payment is required on placement of order.

b) The Company reserves the right to at any time to cease deliveries against any unpaid account, and charge any cost and losses through non-delivery to the Buyer.

c) All cheques should be made payable to "Clear View Secondary Glazing"

d) The Company will be entitled to charge interest on all sums owing beyond the due date at a rate of 5% above HSBC Bank plc base lending rate.

e) The Company shall not be bound to deliver Goods due to the Buyer in respect of any subsequent contract until such time as all sums for the payment of the Company under any previous contract, including interest have been met in full, and in the event of the Buyers repeated or prolonged failure to meet sums due or in the event of the Buyer becoming insolvent the Company shall be entitled to rescind any contracts without prejudice.

7 PRICE

a) Unless agreed by the company in writing, prices charged will be according to the lists in force at the date of receipt of any order from the Buyer. The Company reserves the right to alter or withdraw such lists without prior notice.

b) All prices quoted are exclusive of V.A.T. unless specifically stated at the current rate.

8 DELIVERY

a) Delivery will normally be made by road vehicle to the Buyers designated premises, but the Company reserves the right to adopt any means of delivery which may seem expedient.

b) The Company reserves the right to make a special carriage charge.

c) Any time quoted for delivery does not form part of the contract.

d) Should the Company be delayed in or prevented from carrying out its obligation under the contract, or should fulfilment of the contract not reasonably practicable to the Company by Act of God, strike, lock-outs, trade disputes or any other labour disturbances, fire, flood, difficulty in obtaining workmen, materials or transport or the consequences of hostilities or any Government interference or other circumstances whatsoever outside of the Company's control, The Company shall not be liable to the Buyer for any loss or damage whether direct or indirect which may thereby be suffered by the Buyer and furthermore shall be entitled by written notice determine or suspend the contract without incurring liability for any loss, expense or damage resulting to the Buyer.

e) Any damage to goods during unloading shall be the liability of the Buyer.

f) The liability of the Company in respect of goods which are damaged during carriage by its approved carrier or its own transport shall be limited to the supply of a new part or the making good of any defective part and the Company shall not be liable for any costs whatsoever.

9 RECLAIM GOODS

The Company reserves the right to repossess any goods sold hereunder to the Buyer in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Buyer hereby grants an irrevocable right and licence to the Company through its servants and agents to enter with or without vehicles upon all and any premises on which such goods may be situated. These rights shall continue to subsist notwithstanding the termination of this contract whether through the happening of any events specified in condition 6(e) or otherwise without prejudice to any accrued rights to the Company hereunder.

10 CLAIMS

a) No claims on account of shortage, damage or error will be considered unless reported to the Company within 3 days after receipt of delivery and confirmed in writing within 7 days of receipt of delivery.

b) The company is not responsible for faults or problems caused by the supply of inaccurate information or any misinterpretation. It is the responsibility of the Buyer to ensure any goods supplied are in accordance with Buildings or Conservation regulations.

c) Where goods are delivered by an approved carrier or our own transport, no claims for damage or breakage will be allowed after a signed acceptance not is received.

d) The whole design of goods supplied by the Company is the sole property of the Company and the Buyer undertakes not to copy any goods supplied by the Company or any part thereof with the express prior written consent of the Company, which consent may be at the sole discretion of the Company be withheld or given to such conditions as the Company may see fit to impose.

11 GLAZING

The Company shall not be deemed responsible for the replacement of any glasses that when viewed from a distance of 2 meters with normal correct vision show no surface abrasions or imperfections.

12 MEASURING

The correct measuring and ordering of units is the sole responsibility of the Buyer. If a representative of the Company surveys an order, the Company shall not be deemed liable for any discrepancies either in size or design.

13 GUARANTEE

Any guarantees offered by the Company are submitted in writing and are limited only to the goods and services supplied directly by the Company or its nominated agents. Guarantees are extended only where reasonable fault can be identified caused by inferior manufacture or workmanship.

14 LAW

The proper law of the contract shall be English Law and the Courts of England and Wales shall have exclusive jurisdiction in any dispute or matters arising in connection therewith.