

South East Trade Frames

Terms of Business – 1st August 2011

1. DEFINITIONS

In these conditions "the Company" means South East Trade Frames. "The Customer" means the person, firm or company who receives the Company's goods or to whom the Company's quotation, invoice or acknowledgement or order is addressed. "The Goods" means the products supplied by the Company to the Customer.

2. PRICES

Prices contained in a price list/quotation/catalogues, etc. are those ruling at the date thereof and are for guidance only. The Company reserves the right to adjust the quoted prices to the prices current on the date of despatch. All prices are subject to VAT at ruling rate.

Price Fluctuation: the price and terms are based on conditions ruling at the date thereof and may be subject to alteration at any time.

3. TERMS OF PAYMENT

- a) Pro-forma payment, cash with order.
- b) Payment on delivery of goods.
- c) Failure by the Customer to pay in accordance with the terms of the Contract shall entitle the Company at its option to:
 - (i) withhold future deliveries until such payment has been made and
 - (ii) charge interest at 4% above Natwest Bank base rate as at the date of the invoice subject to a minimum charge of 8%.
 - (iii) we reserve the right to withdraw credit facilities without notice in the event that any invoice is not paid by the due date.

4. DELIVERY

- (a) So far as it is reasonably possible the Company will meet quoted delivery dates but such dates are not guaranteed and time shall not be of the essence of this contract.
- (b) The Company shall not be liable to make good to the Customer any damage or loss arising directly or indirectly out of delay in delivery of the Goods nor will the Company be liable for any consequential or special loss claimed by the Customer including without limitation delay detention loss of profit loss of production loss of time charges to any Third Parties.
- (c) Should the Company over deliver Goods to the Customer and should the Customer not inform the Company within 7 days in writing then the Company may at its option either repossess the excess Goods or invoice them and be paid forthwith by the Customer for the excess Goods at the price ruling at the date of delivery.
- (d) The Company insures all Goods until they reach the Customer's premises.

5. PASSING OF TITLE IN PROPERTY

- (a) Ownership of the property in the Goods supplied shall not pass to the Customer until all monies owing to the Company in respect of such Goods have been paid to the Company in full.
- (b) The risk incidental to the Goods shall pass to the Customer with delivery and the Company will not be liable to the Customer for any loss or damage to the Goods, howsoever occurring after delivery to the Customer.
- (c) If the Customer shall, notwithstanding that he has no title to the Goods supplied under paragraph (a) hereof, re-sell or agree to re-sell the Goods to a third party the Customer shall keep the sale proceeds of such re-sale separate and distinct from the Customer's other monies at all times until payment in full has been made by the Customer to the Company and until such payment the Company shall be entitled to such proceeds of re-sale.
- (d) Nothing contained in sub-clause (c) hereof shall be deemed to create a legal charge over such proceeds of re-sale but shall impose upon the Customer a fundamental contractual obligation.
- (e) In the event that any invoice is not paid when it falls due, the Customer irrevocably authorises representatives of the Company to open and enter all and any premises owned and/or occupied by the Customer and to remove therefrom all or any goods belonging to the Company.

6. SPECIFICATION

The Customer shall be solely responsible for ensuring that the specification of the Goods conforms with any statutory requirement which may be in force from time to time in respect of the proposed use of the Goods. If any claim is made against the Company that the Goods do not conform with any statutory requirements in respect of the use of the Goods, then the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with such claim.

The Customer shall be solely responsible for ensuring that the Goods are suitable for the proposed use of the Goods including the climatic conditions to which the Goods shall be subject.

7. TESTING AND INSPECTION

The Company reserves the right to charge the Customer for samples.

8. INSTALLATION

Where the Company at its absolute discretion agrees to carry out or to assist the Customer in the installation of the Goods, then whilst the Company will take all reasonable care in carrying out or assisting in the installation, it cannot accept liability for any damage or redecoration works arising as a result of the installation including any damage resulting from structural or other defects in the premises in which the Goods are installed. If any claim is made against the Company in respect of the installation, then the Customer shall indemnify the Company against all loss, damage, costs and expenses awarded against or incurred by the Company in connection with such claim.

The Customer shall take all appropriate steps to ensure the safety of any employee of the Company and the safekeeping of any materials or property of the Company whilst the installation of the Goods is being carried out.

9. CANCELLATION OR VARIATION

- (a) Cancellation of an order or part of an order can only be made by mutual consent, but where the Company agrees that an order may be cancelled the Company nevertheless reserves the right to levy charges on the Customer for loss the Company has suffered as a result of that cancellation.
- (b) In the event of the Customer altering the requirements of the contract after instructions have been received by the Company the Company reserves the right to amend the delivery time and to charge for any loss incurred as a result of the alterations. Goods made to special order cannot be cancelled.

10. NON-DELIVERY DAMAGE OR LOSS IN TRANSIT

CLAIMS: Any damage or shortage in transit should be reported to the carrier in writing within three days followed by a claim within seven days. In the case of non-delivery this loss should be reported within one day followed by a claim within seven days. Neglect to comply with these provisions will invalidate any claim.

11. FORCE MAJEURE

The Company will make every effort to carry out the Contract in accordance with its terms but it shall not be liable for any failure on its part to perform any term of the Contract from any cause outside the Company's control including (but without prejudice to the generality of the foregoing) act of God, war, strike, lock-out or other industrial dispute, fire or flood.

12. LAW AND INTERPRETATION

This Contract shall be governed by English law and the Customer shall submit to the non-exclusive jurisdiction of the English Courts. If any of these conditions or any part thereof is rendered void or unenforceable by any legislation to which it is subject or by any rule of law it shall be void or unenforceable to that extent and no further.

13. GUARANTEE

The Company does not warrant or guarantee that the Goods will be fit for the Customer's specific purpose unless exact details of such purpose have been notified in writing to the Company's acceptance of the Customer's order. The Company warrants that its products will be free from defects in workmanship and materials for a period of one year from the date of consumer purchase. The Company will, at its option, repair or replace with a comparable type or size any defective product or component without charge upon notification, examination and confirmation of the defect. This warranty applies only to manufacturing defects and does not apply to damage caused by abuse, misuse, improper installation or any other type of damage. Consequential damages, including water damage and re-installation costs, are excluded.

14. No verbal agreement shall be binding unless confirmed in writing.

15. The company reserves the right to revise these Terms of Business without notice.