

## TRANSPORT DOOR SOLUTIONS LTD

### TERMS & CONDITIONS OF SALE

1. These Conditions shall apply to all sales of goods by the Company to the exclusion of all other terms, conditions and warranties, whatsoever. These Conditions shall not be varied save by written agreement between the Company and the buyer.
2. These Conditions or any agreed change to these Conditions shall in all respects operate in conformity with English Law.
3. The Company shall be relieved of its obligations during any period where it is unable to comply due to any cause whatsoever beyond its reasonable control provided that either the Company or the buyer can cancel a delivery which should have been made during a period of force majeure extending beyond 42 consecutive days.
4. The prices quoted are those that are relevant at the date of quotation and in the event of any changes in the same prior to the date upon which the goods are despatched by the Company, the Company will notify the buyer in advance and will invoice the buyer at the amended price.
5. Delivery dates and production rates, where quoted, are given in good faith and all reasonable endeavours will be made to maintain them; the Company will not be responsible for any losses caused to the buyer by late delivery. Each delivery in accordance with an order is deemed to constitute a separate contract and failure to make a delivery shall not terminate the order as to future deliveries.
6. A scheduled order calling for delivery over a specified period shall constitute unqualified authority for manufacture and shall confirm the buyer's commitment to enter into a binding contract. All orders are subject to the Company's acceptance.
7. Acceptance of any orders for goods shall comprise an agreement to sell the goods and not a sale of them. The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered. Until such time the buyer shall hold the goods in trust for the Company and shall store them on his premises separately from his own goods and those of any other person and in a manner which renders them immediately identifiable as the goods of the Company. The Company may for the purpose of removing its goods enter upon any premises where they are stored or where they are reasonably believed to be stored and may repossess the same.
8. All claims for shortages, damage or breakages in transit must be notified to the Company within three days of receipt of goods for spare parts and no more than thirty days for door systems, otherwise claims for replacement will not be accepted. Where packaging damage is clearly visible on receipt of door consignments, the delivery driver should be made aware immediately and the company notified within three days, to ensure potential claims are registered with the carrier.
9. Subject to clause 11 hereof payment terms to approved accounts are strictly 30 days net from date of invoice unless specifically agreed in writing. If payment is overdue the Company reserves the right to charge interest on the overdue amount at the rate of 2% over the prevailing Base Rate per month from the date by which payment should have been made until day of payment provided always that the payment of such interest shall be in addition to all other rights of the Company.
10. Without prejudice to their rights to damages the Company may terminate the contract by notice in writing if the buyer fails to take any delivery of goods when due or makes default in any payment due.
11. If the buyer shall commit any act of bankruptcy or being a Limited Company if any resolution or petition to wind up such company's business shall be passed or presented or a receiver or administrator be appointed of its undertaking, property or assets or any part thereof or if the buyer, whether an individual or company, shall have any execution or pouncing levied upon any of his or its goods or property all unpaid invoices of the Company shall come immediately due and payable. The Company shall have the right to determine any contract then subsisting without prejudice to any claim or right the Company might otherwise make or exercise.
12. The Company warrants that the goods are of merchantable quality and fit for the purpose for which they are designed, in the event of the buyer receiving defective goods it must forthwith notify the Company of the same and if requested return the goods to the Company:-
  - (a) Any goods manufactured by the Company alleged by the buyer and acknowledged by the Company to be defective in material or workmanship, (but always excluding glass) will, subject as after mentioned, be replaced by the Company, provided always that the Company will not entertain any such allegation unless it is made within one year of the date of receipt of the goods by the buyer.
  - (b) No liability will be accepted for goods which have been subjected to any process after leaving the Company's premises, unless specifically agreed. In no case shall the Company be liable for any claim for labour, damages or other expenditure either direct or consequential arising out of any goods manufactured by them and alleged to be defective, regardless or whether such goods are used singly or as components in other products. Except when warranty related labour rates have been agreed in advance for specific contracts.
13. No warranty or condition is expressed or implied either with regard to the goods to be supplied or as to any material used in their manufacture and, without prejudice to the foregoing generality, the implied conditions specified in Sections 13 to 15 inclusive, of the Sales of Goods Act 1893, as amended by the Supply of Goods (Implied Terms) Act 1973, are excluded.
14. Packing charges, if appropriate shall be in accordance with the type of container supplied by the Company as indicated on the invoice. In no case shall the Company be required by the buyer to consign goods by air freight, or any other Express transport, except at the buyer's expense.
15. The prices specified in the Price List or in Quotations are exclusive of Value Added Tax and the buyer shall pay to the Company a sum equal to such tax in addition to and at the same time as the prices so specified.
16. Any notice sent by post in accordance with these Conditions shall be deemed to have been delivered or served 48 hours after the same shall have been posted in a properly addressed prepaid envelope and proof of posting shall be sufficient proof of service.
17. If any part of any provision of these Conditions shall to any extent be invalid or unenforceable the remainder of such provision and all other provisions hereof shall be unaffected thereby and enforceable to the fullest extent permitted by law.
18. The buyer shall insure all goods on the buyer's premises or under its control with a reputable Insurance company in respect of all risks as a prudent owner would insure goods on a full indemnity basis against any and all losses or damage.