

TRADING TERMS AND CONDITIONS - W D FACADES LTD T/A ALTITUDE ALUMINIUM

1. DEFINITIONS

"Contract" means a contract for services of the Supplier made between the Supplier and the Customer to which these conditions are stated to apply

"Customer" means the person, firm or company who enters into a contract with the Supplier

"Goods" means the products, components and/or systems as expressly detailed within the order acknowledgement as signed.

"Services" the services specified in the Contract.

"Supplier" means WD Facades Ltd (trading as Altitude Aluminium)

"Works" means the goods and installation services as performed in respect of this Contract.

2. FORM OF CONTRACT

(a) No contract shall be binding on the Supplier until the Customer has returned completed/signed order acknowledgement form.

(b) These conditions apply to every Contract and shall prevail over

(i) any and all prior representations and

(ii) any inconsistent terms or conditions contained or referred to in correspondence or elsewhere, or implied by law, trade custom, practice or course of dealing, unless specifically agreed to in writing by the Supplier. Any purported provisions to the contrary are hereby excluded.

(c) A quotation by the Supplier does not constitute an offer and the Supplier reserves the right to withdraw or amend the same at any time prior to receipt of signed order acknowledgement form.

3. SPECIFICATIONS

(a) Goods are supplied in accordance with the specification as contained within the order acknowledgement only and are not open to modification/alteration unless expressly confirmed by the Supplier in writing.

(b) Any such modification/alteration may be subject to revised quotation, which is to be agreed in writing prior to delivery of materials all in accordance with Clause 4(c)

(c) Aesthetical surface coatings are provided in a batch process only, and may be subject to colour variance to any colour swatches/samples. Colour swatches/samples are expressly provided for guidance only and do not form an enforceable part of the Contract.

4. PRICES

(a) The price(s) payable by the Customer under the Contract shall be the price(s) agreed with the Customer and noted by the Supplier in the order acknowledgement form. The Supplier reserves the right any time to revise any price(s) to take account of increases in costs including (but not limited to) costs of machinery, materials, carriage, labour or overheads, the increase or imposition of any tax, duty or other levy and any variation in exchange rate and in circumstances covered in clause 10 below.

(b) Unless otherwise stated, price(s) are exclusive of V.A.T. which the Customer shall be additionally liable to pay to the Supplier

(c) Any alteration, adjustment or amendment 'variation', to the prescribed scope of works as duly agreed and detailed within the order acknowledgement will be priced in addition to the contract sum. The value of such works will be invoiced discreetly from the Contract works and must be paid in full by the Customer prior to the delivery and/or installation of the works.

(d) All invoices must be paid in full without off set or deduction, unless otherwise agreed in writing by the Supplier

5. TERMS OF PAYMENT

(a) All prices are quoted nett and payment of due amounts shall be paid without any deduction.

(b) All payments become due immediately upon receipt of Supplier invoice. Payment terms are as detailed on your signed order acknowledgement.

(c) Any sums as due pursuant to modification/alteration of the goods and or works will be invoiced discreetly are to be paid in full without off-set and amendment to the price as determined under Clause 4(c)

(d) In the event of any such payment becoming overdue interest shall be payable on all overdue accounts at the rate of 5% over and above Bank of England standard rate.

6. MANUFACTURE PERIOD

Any estimate given by the Supplier of any period of time during which Services might be performed by the Supplier is approximate only and not of any contractual effect.

7. DELIVERY

(a) Any delivery dates and/or installation dates as mentioned in any quotation or order acknowledgement by the Supplier are approximate only and not of any contractual effect and the Supplier shall not be liable to the Customer for loss arising out of any failure by the Supplier to deliver and/or install the Goods on any particular date or dates.

(b) The Supplier shall have no liability for any default in performance of its obligations, where such default is caused by events outside the Supplier's reasonable control.

(c) If the Supplier performs all or any part of the Services and the Customer for whatever reason refuses to pay for the Services, or fails to take delivery of the Goods, the Supplier shall be entitled to immediate payment of the full value of the Contract minus any payments previously received by the Supplier.

The Supplier shall be entitled to store at the continuing risk of the Customer any Goods which the Customer refused or failed to take delivery of and the Customer shall in addition to the price(s) to the price(s) pay all costs of such storage and any additional cost of carriage incurred as a result of such refusal or failure.

(d) Where the Goods are to be delivered and/or services are to be performed in stages the agreed project value shall be treated as a single contract and not severable.

8. TITLE AND RISK AND PORTFOLIO RIGHTS

(a) Risk shall pass upon delivery of the Goods to the Customer.

(b) Notwithstanding the earlier transfer of risk, title in the goods shall remain with the Supplier, and not pass to the Customer until all payments as invoiced (including interest and costs) has been paid in full to the Supplier

(c) for the purpose of clause 8(b) upon failure of the Customer to pay the full amount due on an invoice within 14 days of the date of invoice the Supplier shall be entitled to take possession of the Goods and enter the Customer's premises to do so.

(d) To the fullest extent possible at law there are reserved to the Supplier all rights to show, by photographic display or artwork and in any location and in any medium, the Product in its finished state attached to the building for which it has been commissioned.

9. LIABILITY

(a) The Supplier shall not be liable to the Customer for failure of the Goods or Services to comply with any specification(s) or for any other breach of legal obligation or duty unless a claim in writing shall have been received by the Supplier from the Customer within 7 days of receipt of the Goods by the Customer or completion of the Services.

(b) If there is any dispute between the Supplier and the Customer as to the date of receipt of the Goods such receipt shall be deemed to have taken place 3 days after the first delivery date as confirmed by the Supplier and as provided for in Clause 7(a) above.

(c) The Supplier will be responsible for damage to property only to the extent that such damage is directly caused by the negligence of the Supplier or of any person for whose acts the Supplier is responsible save that the liability be limited to a maximum per incident or series of incidents up to 10% of the Contract price (exclusive of VAT).

(d) Save in respect of claims for death or personal injury arising from the Supplier's negligence in no event will the Supplier be liable for damages resulting from loss of profits, loss of anticipated savings, loss of business opportunities or damage to goodwill, nor for any damages that are an indirect or secondary consequence of any act or omission of the Supplier.

10. INSTALLATION

Aborted installation or prolongation on site due to circumstances beyond the Supplier's control may be subject to additional charges.

Any alteration in delivery date must be confirmed to the Supplier in writing at least a week before the planned installation date. The new installation date must be agreed upon between the two parties.

The Supplier is not responsible for the removal of existing doors/screens unless otherwise detailed.

(a) Prices are offered on the assumption that:

(i) the Supplier has clear and uninterrupted access to the openings/work locations as may be necessary at all times.

(ii) openings are clean and plumb.

(iii) the Supplier is afforded a suitable access route to the works location to facilitate unrestricted distribution of materials. Any works as may be required to effect adequate unrestricted route to facilitate the distribution of materials to the required works location, will be deemed to be an alteration for the agreed contract works and will be priced in accordance with Clause 4(c).

(iv) the structure is of suitable load bearing capacity and will accept our fixings without cracking or distortion.

(v) that suitable hard standing is provided by others.

(vi) installation can be carried out during one continuous visit, additional visits unless otherwise agreed by the Supplier in writing will incur additional charges.

(vii) manufacturing sizes are to be provided by the Customer unless otherwise agreed with the Supplier in writing, suitability of such sizes remain fully the responsibility of the Customer.

(viii) the height and level of the support beam or the wall in respect to the finished floor has to be as accurate as possible and always within a tolerance of $\pm 2\text{mm}$. The walls must be finished and plumb to a tolerance of $\pm 2\text{mm}$.

(b) The Supplier retains sole right to postpone and/or cancel installation works due to adverse weather conditions, and shall be in no way liable for any resulting costs as may be incurred by the Customer.

(c) Upon substantial completion of the works the Customer agrees to inspect said works and to duly sign QA form WDF09, noting any patent defects. Failure to identify such defects to include surface scratches within QA form WDF09, fully absolves the Supplier from any responsibility and/or liability for any subsequent defects as may be otherwise identified, unless such defect is of form and/or function that the Customer could not have been reasonably competent to identify.

(d) Inspection of all surface finish is to be undertaken in accordance with CWCT standards only.

11. FORCE MAJEURE

The Supplier will make every effort to carry out the Contract, but if such performance is not reasonably possible by reason of any Act of God, war (whether declared or not), sabotage, riot, explosion, government control, restrictions, or prohibitions or any other government act or omission, whether local or national, fire, accident, earthquake storm, flood, epidemic, drought or other natural catastrophe, industrial dispute, inability to obtain equipment, suitable raw material, components, fuel, power or transportation or shortage of labour, or by any cause whatsoever beyond the reasonable control of the Supplier, the Supplier reserves the right to cancel all or any part of the Contract and the Supplier will be under no further obligation in connection with the Contract or in connection with such part thereof as has been cancelled.

12. INVALIDITY AND SEVERABILITY

if any of these conditions shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such condition (or part of condition) shall not affect any other condition and all other Conditions not affected by such invalidity or unenforceability shall remain in full force and effect.

13. TERMINATION

(a) The Contract may be terminated by the Supplier if the Customer shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other compositions, scheme of arrangement with (or assignment for the benefit of) its creditors or if the Customer shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if a petition is presented or a meeting is convened for the purposes of considering a resolution or other steps are taken for the winding up of the Customer or for the making of an administration order (being an individual) shall die or become bankrupt or make any composition, scheme or arrangement with (or assignment for the benefit of) his creditors.

14. GOVERNING LAW

These conditions shall be governed and construed and shall take effect in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.