

STANDARD TERMS & CONDITIONS OF BUSINESS

1) Aluminium Systems Limited (hereinafter called “the Company”) supplies goods and services only subject to these terms and any person or company (hereinafter called “the Buyer”) supplied by the Company, agrees that the acceptance of the goods is conclusive proof that the Buyer accepts these terms will govern all contractual relations between them, to the exclusion of any terms contained in any of the Buyers documents, even if the same purport to provide that the Buyers own or some other terms prevail. The contract is formed when the Company accepts the Buyers order. Where the Buyer has more than one contract running concurrently with the Company, all will be included for the purposes of applying these terms.

Price quotations remain valid for 60 days from the date drawn up but are subject to withdrawal at any time before receipt and acceptance of an unqualified order from the Buyer. Should particular costs, beyond the control of the Company, such as an increase in taxes or duties, freight rates, basic materials, statutory wage or, currency exchange rates, etc. occur, the Company shall be entitled by simple notification, to apply a proportionate price increase. A variation of price shall also be possible, should it be necessary to vary the specifics of the goods, as a result of necessity or alteration by the Buyer.

The Buyer can only cancel or vary the specifics of its order once accepted, with the prior written consent of the Company. Materials used are order specific and any cancellation or variation, if accepted by the Company, may cause loss to the Company. In any such case, the Company will quantify the loss and any cancellation or variation agreement will be subject to payment by the Buyer of the loss claimed.

Unless otherwise agreed in writing, prices shall not include drawings and technical specifications needed for any goods bought from the Company. Unless otherwise stated in writing, installation, fixings and fastenings shall not be included in the quoted price or prices. Where the Company manufactures systems to specifications and dimensions provided by the Buyer, the sole responsibility for the correctness and suitability for purpose of the design and specifications and dimensions, is the Buyers. Where installation is included in a price or quote, access equipment shall not be included unless specifically stated to be included.

Where the Buyer requests a site survey or imposes one as a condition of its order, a fixed fee of £300.00 will be added to the quoted price, for each and every survey, unless otherwise varied and agreed in writing by the Company.

2) The Company will take all reasonable steps to comply with quoted delivery dates, however does not accept any penalty in the case of delay or its inability to comply with quoted delivery or installation dates. Any changes to specification, which are accepted by the Company, will automatically invalidate the original agreed delivery date. A delay in delivery cannot lead to the annulling of the agreement.

3) It is the sole responsibility of the buyer to ensure that the surface to which any product purchased from the Company is to be fixed or installed and the fixings used are suitable for the purpose. Any work required to make the surface suitable must be carried out by the buyer. If exceptionally, the Company agrees to carry out such work, it will be subject to additional cost. Where the order includes installation, to be carried out by the Company, it is the responsibility of the buyer to advise the Company if any special fixings are required, any such fixings may be subject to an additional charge.

i) Where the order includes installation, to be carried out by the Company, the Company may at its sole discretion sub-contract this aspect of the order to its approved installers. The Company will notify the Buyer when the goods are ready to install. If the Buyer requests a delay in the installation beyond the date agreed on the order, the Company may nevertheless, deliver the goods to site or hold them pending the Buyers instructions. In which case the Company shall issue its invoice for the goods, which for the purpose of payment date will rank as if the goods had been delivered.

ii) Any delay or cancellation by the Buyer of an installation attendance date agreed by the Company must be within 3 working days of the agreed date. Late notification of delay or cancellation, will be subject to a charge equal to a day rate for the engineers stood down and any charges relating to equipment hired for the work cancelled or delayed.

4) Any delivery delay caused by the Buyer that exceeds 4 weeks shall entitle the Company to issue its invoice for the goods, which for the purpose of payment date will rank as if the goods had been delivered, also to charge storage fees equal to 1% per week of the net invoice value of the goods.

i) Where the company is requested or obliged due to absence of instructions, to hold goods that are the property of the customer, storage charges of 1% per week of the estimated net value of the goods, will become payable. Invoices for storage charges are payable on presentation.

5) All goods are dispatched at the sole risk of the Buyer. Any visible damage must be noted at the time of delivery, by the Buyer on the Consignment Note and Carriers Delivery Note and notified to the Company by letter or email, within 48 hours. No claim for shortage or damage will be accepted where the consignment and or delivery paperwork are marked “unchecked”. In the event of an acceptable and justified complaint regarding shortage or damage, the Company shall replace or repair the goods at its sole discretion. Any goods subject to repair or replacement must be returned to the Company by and at the cost of the Buyer. The Company may not be held liable for any transport costs, other compensation or penalty under the warranty as provided by this clause.

6) For a period of 12 months from delivery, the Company warrants that in the case of a material or manufacturing defect in a system provided by it and installed in accordance with its instructions and using only fixings supplied or recommended by the Company, it will repair or replace any defective parts. This guarantee also covers systems supplied with a surface finish specified by the Buyer, provided that the finish is not, breached, drilled, cut or otherwise damaged and is maintained as specified by the Company. The Company accepts no responsibility for any surface finish applied after delivery of the goods or any surface finish applied by a company specified by the Buyer.

Any claim for defects or deviation from ordered specification must be made in writing within 48 hours of receipt by the buyer or its designated recipient and in any case before installation. In the event of an acceptable and justified complaint regarding defects or deviation in the goods, the Company shall replace or repair the goods at its sole discretion. Any goods subject to repair or replacement must be returned to the Company by and at the cost of the Buyer. The Company may not be held liable for cost involved in gaining access to the element to be repaired or replaced or any transport costs, other compensation or penalty under the warranty as provided by this clause.

If the Buyer fails to make payment, in full or in part, for the goods supplied under the Buyers order, or enters into administration or liquidation, or similar insolvency proceedings, prior to fully discharging its agreed payment obligations to the Company, the warranty contained in this clause, or any other part of these Standard Terms, will be terminated forthwith and will have no effect.

7) At the buyers request:

i) The Company will give initial advice as to wind loads for solar shading and continuous louvre systems. However in doing so, it does not give an explicit or implied guarantee. Such studies must be carried out by a suitably qualified technical authority, on behalf of and at the cost of the Buyer.

ii) Where a surface finish is required - such as Powder Coating, Anodised or special effect - it is the buyers sole responsibility to specify the exact type, colour, gloss level, grade etc. of the finish required and it's suitability for the location where the product being purchased will be installed. The buyer must satisfy itself that any surface finish specified, is correct.

Any advice given by the Company or it's representative is only an opinion and no guarantee either explicit or implied is given as to the technical correctness of that opinion.

8) All invoices are payable at the company's address and unless otherwise agreed in writing, payment is to be in GB Pound Sterling. For the avoidance of doubt, the definition of "payment" is that the due amount is lodged in the Company's bank account. Where payment is initiated in a foreign currency, the buyer is responsible for all conversion charges, such that the amount received into the Company's bank account in GB Pound Sterling, is the due amount. Cheque payments must be received at least 5 days prior to the "payment due" date. Agents and representatives of the Company are not authorised to collect any moneys on behalf of the Company.

9) Unless otherwise agreed in writing and signed by a director of the Company, payment terms for all goods and services provided, are:

- i) First order, in all cases – Pro- Forma payment with order.
- ii) Subsequent orders, subject to an agreed credit account – an initial payment of 30% of the total agreed price must be paid within 3 days of the Company accepting the Buyers order.
- iii) Not less than 7 days before anticipated delivery date – a second payment of 30% of the total agreed price, must be paid.
- iv) Not more than 30 days after delivery – the balance of 40% must be paid.
- v) Installation charges are payable either in stages pre-agreed in writing or in full on completion.
- vi) Export orders- in all cases not less than 40% of the total agreed price, with order.
- vii) The full balance to be paid not less than 4 weeks before anticipated date of shipment.

10) The Company will meet all UK Government taxes incurred on the goods prior to shipment. The Buyer is responsible for all taxes, charges and levies incurred at the country of destination, from the point of arrival of the freight carrying vessel. The Buyer is also responsible for any costs incurred by the Company in providing any special documentation such as third party Certification that may be required for Customs entry at the country of destination. Insurance of the goods in transit is the responsibility of the Buyer from the time of loading at the premises of the Company.

The Company will charge VAT on all UK supplies at the rate applicable at the time. Except as follows:

a) In the case of qualifying contracts, the Company will apply DRS (Domestic Reverse Charge) in line with HMRC regulations applicable at the time.

b) Where the goods to be supplied are for a new build under appropriate Planning Permission (a copy of which must be provided by the buyer), that under HMRC regulations in force at the time permitting supplies at Zero Rate for VAT.

For all supplies under either a) or b), it is the Buyers sole responsibility to provide the required proof that it's order complies with the relevant HMRC concession. The Company accepts no responsibility for this and will not be held liable for any payment or penalty imposed if the proof is not accepted by HMRC.

11) Total or partial non payment on the due date shall automatically and without prior notice, be subject to an interest charge of 3% per annum above Bank of England Base Rate, with a minimum charge of 12% on the full outstanding balance.

The Company reserves the right to increase by 10% the amount of any invoice unpaid on the due date.

Should any invoice remain unpaid on the due date, all outstanding invoices , shall become due and payable, regardless of their original date of maturity. Any agreement for stage payments shall be cancelled and all amounts due under the contract shall become due and payable.

12) Should the Buyer fail to meet its obligations to the Company, it may proceed to cancel the contract, or suspend further deliveries of materials and or withdraw labour where installation forms part of the contract. Any warranty under clause 6 or any contract or agreement entered into by the Company will be suspended until the Buyer has fully discharged its obligations to the Company. The expiry date of any warranty will remain as if it had not been suspended. Except in the case that the Buyer enters into Administration, Liquidation or similar insolvency, in which case all warranties given will be terminated as per clause 6. Such actions shall in no way prejudice or limit the right of the Company to claim damages.

13) If in the opinion of the Company there is a deterioration of the credit worthiness of the Buyer or it should come to the notice of the Company that any form of debt judgement has been entered against the Buyer, or it has entered into an accommodation with creditors, it may request the Buyer to provide such guarantees as the Company may deem suitable, in order to ensure the Buyer fulfils its contractual obligations to the Company. Should the Buyer fail to provide such reasonable guarantees as may be requested by the Company, then the Company shall have the right to terminate the contract forthwith, without compromise to its right to claim damages and interest.

14) If at any time during the supply of goods and or services under an order(s) or contract(s) accepted by the Company from the Buyer, the amount or amounts outstanding to complete the supply and or services exceeds the recommended total credit limit advised from time to time by the credit checking agency used by the Company, the Company shall at its sole discretion and by simple notification, have the right to cancel entirely or revise any agreement with the Buyer for stage payments or credit periods. In such circumstances, the Company shall have the right to withhold further supply of materials and or withdraw labour where installation forms part of the order or contract until the Buyer complies with any revised terms notified under this clause.

PROPERTY RIGHTS

Goods supplied to the Buyer by the Company shall remain the property of the Company until all payment due, including interest and costs have been received by the Company. The Buyer accepts that it cannot itself transfer title to goods supplied to it by the Company until full payment together with any interest and costs has been made to the Company. The Buyer warrants that if it fails to make full payment for goods supplied, as before stated, to the Company; it will not hinder or impede any action by the Company to repossess goods that are the subject of this agreement. All risks remain chargeable to the Buyer. Advance payments remain with the Company as compensation for any loss incurred by the Company as a result of the Buyers failure to pay all sums due.

JURISDICTION

The contract is subject to the Law of England and Wales

STATUTORY RIGHTS

All orders whether written or oral are subject to these terms but nothing in these terms shall be deemed to affect the statutory rights of the Buyer