

## Terms and conditions of sale

### 1. Interpretation

1.1 In these Conditions 'BUYER' means the person who accepts a quotation of the seller of the Goods or whose order for the Goods is accepted by the Seller. 'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions. 'SELLER' means Victorian House (Sales) Limited 'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller. 'CONTRACT' means the contract for the purchase and sale of the Goods. 'DEPOSIT' means a part payment of the price of the Goods payable by the Buyer to the Seller if so demanded by the seller.

'WRITING' includes telex, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other term and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agent are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering the Contract, the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.6 Unless otherwise specified, die, jig and tool costs and charges shall be borne by the Buyer and dies, jigs and tools shall remain the property of the Seller.

3. Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller.

3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy to the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

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

3.2.2 Should the Buyer's specification of the Goods not conform with the Seller's own product technical specification, then:

3.2.2.1 the Seller reserves the right to refuse to manufacture the Goods and in such case the Contract shall be cancelled and the Seller have no further liability to the Buyer;

3.2.2.2 if the Seller manufactures the Goods, then the Seller accepts no liability whatsoever for any defect in the Goods whether caused by materials or workmanship and all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The warranty referred to in clause 8.1 shall not apply to such Goods. The Buyer agrees to indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with any claim made by a third party arising out of the Seller's use of the Buyer's specification.

3.3 The Buyer shall be solely responsible for ensuring that the Goods (including any parts, materials or equipment comprised in the Goods) are suitable for the proposed use of the Goods including the climatic conditions to which the Goods shall be subject.

3.4 The quantity, quality description and price of and any specification for the Goods shall be those set out in the Seller's acknowledgement of order.

3.5 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.7 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.8 If the Seller at its sole discretion agrees to the return of the Goods, the Buyer shall be liable to pay the Seller a handling charge not exceeding 25% of the full price of the Goods.

#### 4. Price of the goods

4.1 The price of the Goods shall be the Seller's written quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of the order. Where the goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.5 Payment of the Deposit shall be due on the date stipulated by the Seller. Time shall be of the essence in respect of the payment of any Deposit so demanded by the Seller.

#### 5. Terms of payment

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the price of the Goods shall become due for payment (less any Deposit received by the Seller) on placement of confirmed order.

5.2 The time of payment of the price shall be of the essence of the Contract. Receipts for the payment will be issued only upon request.

5.3 The Buyer shall not be entitled to delay payment for the Goods by reason of:

5.3.1 any alleged breach of the Goods under the Contract and

5.3.2 any alleged breach of any other contract between the parties.

5.4 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

- 5.4.1 cancel the contract or suspend any further deliveries to the Buyer;
- 5.4.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
- 5.4.3 appropriate any Deposit paid towards the Goods;
- 5.4.4 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5 per cent per annum above National Westminster Bank PLC base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
- 5.4.5 charge the Buyer a reasonable charge not exceeding £25 for each letter or communication sent to the Buyer demanding payment.

## 6. Delivery

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery by the Seller shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.4 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to providing the goods in full within 14 days of agreed delivery date.

6.5 The Buyer's obligation to take delivery shall be of the essence. If the Buyer fails to take delivery in accordance with the provisions of this clause, the following provisions shall apply;

6.5.1 The Buyer will bear the risk of any loss of or damage to the Goods;

6.5.2 The Seller shall make such arrangements as it thinks fit for the storage of the Goods until they are collected but shall not owe the Buyer any duty of care in making those arrangements and shall not be liable to the Buyer for any loss, damage to or deterioration of the Goods caused by the storage;

6.5.3 The Buyer will reimburse the Seller all costs and charges incurred by the Seller in connection with the storage of the Goods;

6.5.4 The Seller may treat the Contract as repudiated by the Buyer's breach and may make such arrangements as it thinks appropriate for the disposal of the Goods and this includes selling the Goods at the best price reasonably obtainable or scrapping the Goods if in the Seller's opinion a purchaser of the Goods is unlikely to be found;

6.5.5 The Buyer will in any case be liable and compensate the Seller for any losses and costs incurred by the Seller as a result of the Buyer's breach or the termination of the contract.

## 7. Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

## 8. Warranties and liability

8.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from reasonable defects in material and workmanship for a period of ten years from the date of delivery.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;

8.2.3 the Seller shall be under no liability whatsoever for minor imperfections arising during the glass manufacturing process;

8.2.4 the Seller shall be under no liability under the above warranty, condition or guarantee if the total price for the Goods has not been paid by the due date for payment;

8.2.5 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller. The Manufacturer may deny the benefit of any warranty or guarantee to the Seller if the parts, materials or equipment comprised in the Goods are used by the Buyer in unsuitable climatic conditions.

8.2.6 the above warranty is not assignable or transferable to any third party.

8.3 Subject as expressly provided in these conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the buyer are not affected by these Conditions.

8.5. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods (Excluding any defects in any glass comprised in the Goods) or their failure to correspond with specification shall (Whether or not delivery is refused by the Buyer) be notified to the Seller in writing within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure;

8.5.1 Any claim made by the Buyer which is based on any defect in the quality or condition of any glass comprised in the Goods shall be notified to the Seller in Writing within 3 days from the date of delivery; The seller accepts no responsibility for external marks or faults with the products once installed.

8.5.2 If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.6 Any of the Goods in respect of which the Buyer makes a claim hereunder shall be preserved by the Buyer intact and at its risk for a period of 28 days

from notification of the claim within which time the Seller or its authorised agent will have the right to investigate the complaint and inspect the Goods.

8.7 Where any valid claim in respect of any Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no liability to the Buyer.

8.8 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (Whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by negligence of the Seller, its employees or agent or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

8.9 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

8.9.1 Act of God, explosion, flood, tempest, fire or accident;

8.9.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.9.3 acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

8.9.4 import or export regulations or embargoes;

8.9.5 strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

8.9.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

8.9.7 power failure or breakdown in machinery.

8.10 Any test or inspection in addition to that required in the Buyer's specification shall be conducted at the Seller's works and the Buyer shall pay the Seller's reasonable charges for the same.

8.11 For clarity, the Seller's sole responsibility is to supply replacement parts which are agreed by the Seller to be faulty within the 10 year warranty period. The Seller's responsibility does not extend to the refitting of any parts under warranty. Where a part is found to be faulty the Seller will supply a replacement part for the Buyer to fit at the Buyer's cost. The Seller accepts no responsibility for consequential loss or costs arising from the Buyer having to refit the replacement part.

8.12 Where a product is reported by the Buyer to be faulty and a site service is requested by the Buyer, the Seller reserves the right to charge the amount of £450 for the service call if the fault is deemed to be due to the installation of the product and is proven not to be a mechanical or manufacturing fault. If the fault is deemed to be caused by poor installation an invoice will be raised and the Buyer agrees to pay the invoice immediately upon receipt of the invoice. If the fault is proven to be mechanical or due to poor manufacturing the Seller agrees to replace all faulty parts to the Buyer free of charge for the Buyer to replace at the Buyers cost. The Seller accepts no responsibility for any consequential loss or costs arising from the Buyer having to refit the replacement parts.

9. Indemnity If any claim is made against the Seller that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then if the claim arises from the use of any drawing, design or specification supplied by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with such claims.

#### 10. Insolvency of buyer

10.1 This clause applies if:

10.1.1 the Buyer makes any voluntary arrangements with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

#### 11. Installation & Recommending Installers

11.1 It is the policy of the Seller that no fitting whatsoever is offered or carried out by the Seller and that all products sold are on a "supply only" basis.

11.2 In the event that a Buyer should require an installer to install the Seller's goods some of the Seller's trade customers have offered their services. In this situation the Seller will pass the installers details on by request of the Buyer and it is on the understanding that this is purely an arrangement between the Buyer and the installer concerned and the Seller cannot be held responsible

for the installer's performance, installation nor workmanship. This contract is between the Buyer and the installer direct.

## 12. General

12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time been notified pursuant to this provision to the party giving the notice.

12.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.4 The Seller accepts no consequential loss claims what so ever which may occur from any fault or issue with an order.

12.5 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.