

Schedule – Conditions of Sale (2008 version)

CONDITIONS OF SALE (2008 version)

In these Terms and Conditions of Sale, 'Cash' includes cash, cheques, credit or debit cards and any other form of payment approved by the Company; 'The Company' means Door-Stop International Limited; 'The Customer' means the person, firm or company who enters into the contract to purchase Goods; 'The Goods' means the goods and services which the Company is to supply to the Customer.

1. RULING CONDITIONS

Any contract made with the Company is subject to these terms unless these terms are excluded or varied by express written agreement made by the Company & Customer. In particular the Customer shall offer to order the goods from the Company upon these terms and any conflicting terms of business of the Customer shall have no effect.

2. PRICE

- 2.1 The Company reserves the right by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Company which is due to any factor beyond the control of the Company including but not limited to increases in the cost of raw materials.
- 2.2 All prices are unless otherwise stated net of VAT ex works.

3. TERMS OF PAYMENT

- 3.1 Subject to the prior written agreement of the Company in writing, orders for United Kingdom Customers without an account are accepted if:
 - (a) cash is sent with the order; or
 - (b) payment is made in advance of production
- 3.2 Ledger accounts are opened subject to approval of references and at the sole discretion of the Company. We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the directors and or owners of the business with a credit reference agency. We will monitor and record information relating to your trade credit performance and such records will be made available to other organisations to assess applications for credit.
- 3.3 Unless otherwise agreed by the Company in writing, the terms of payment shall be made within 28 days following the month in which the Goods were dispatched or would have been dispatched save for postponement otherwise than due to default on the part of the Company, but if default is made in the payment of any one invoice these credit terms shall cease to apply and the Customer will become immediately liable for all sums outstanding.
- 3.4 The Company shall be entitled to submit its invoice with its delivery advice note or at any time thereafter save that where delivery has been postponed at the request of or by the default of the Customer then the Company may submit its invoice at any time after the Goods are ready for delivery or would have been ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid. These credit terms may be withdrawn or amended at the discretion of the Company at any time and without notice to the Customer.
- 3.5 Where Goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay invoices in accordance with these terms.
- 3.6 No disputes arising under the contract, nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer.
- 3.7 The time for payment of the Goods or any instalment shall be of the essence. In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract or contracts between the Company and the Customer without notice and the Company reserves the right to claim interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, after as well as before judgement until payment in full is made.
- 3.8 The method of payment for overseas Customers will be agreed by the Company in writing prior to confirmation of the order.
- 3.9 Any credit terms extended by the Company shall cease on any change in the legal status of the Customer. Any change in the legal status of a Customer must be notified to the Company in writing signed by a Director or Proprietor. Credit terms will only be reinstated by the Company following such a change at the Company's sole discretion and confirmed by the Company in writing signed by a Director of the Company.

4. QUOTATIONS AND ORDERS

All quotations are made and all orders are accepted subject to the following conditions;

- 4.1 All conditions of the Customer or other terms conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.
- 4.2 Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by written or verbal notice
- 4.3 If any statement or representation upon which the Customer relies has been made to the Customer other than in the documents enclosed with the Company's quotation or acknowledgement of order the Customer must set out that statement or representation in a document to be attached to or endorsed on the order in which case the Company may clarify the point and submit a new quotation.
- 4.4 The Company supplies its products in pack quantities and will levy a surcharge of 15% of the price of the Goods for any quantity ordered which does not correspond to the standard pack quantity for that product.
- 4.5 The Company will only accept orders for doors on receiving a signed order confirmation from the Customer, this order confirmation shall constitute acceptance by the Customer both of these terms and conditions and of the contract price.

5. CHANGES

- 5.1 If after the date of contract and before the date of delivery of the Goods, improvements are made in the design or specification of the Goods the Company may, on giving notice to the Customer, incorporate such improvements in the Goods sold to the Customer provided that:
 - (a) the performance and quality of the altered Goods are at least equal to those of the Goods ordered and
 - (b) no price variation is made except with your consent and
 - (c) delivery is not unreasonably delayed.
- 5.2 We shall not be obliged to make any alteration to the Goods ordered whether arising by reason of the amendment of the regulations of a competent authority made subsequent to the date of contract or otherwise.

6. DELIVERY

- 6.1 Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated which is beyond the reasonable control of the Company.
- 6.2 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information final instructions or approvals from the Customer, changes in design specifications or quantities required may result in delay in delivery.
- 6.3 The Company will endeavour to comply with reasonable requests by the Customer for

postponement of delivery but shall be under no obligation to do so. When delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a charge of 15% of the total value of the order for transportation and/or storage or restocking occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with these conditions. The Company also reserves the right to levy a charge for labour costs incurred in cleaning and or repackaging returned products.

6.4 Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

6.5 Some of the Company's product is delivered in metal stillages which can be left at the Customers premises and used as storage for a maximum period of 4 weeks. After this period they should be available for collection from the customers premises, otherwise they will become chargeable. Stillages which are found to be damaged will also be chargeable.

6.6 It is Company Policy that our driver does not leave the rear of his vehicle during unloading. Therefore the Customer should provide assistance for off loading, ie. forklift or two able bodied men.

7. RISK AND TITLE

7.1 Risk shall pass to the Customer so that the Customer is responsible for all loss and damage or deterioration to the Goods:-

- (a) if the Company delivers the Goods by its own transport, at the time when the Goods or a relevant part thereof are unloaded at the place of delivery or, if the Customer wrongfully fails to take delivery, at the time the Company tendered delivery of the Goods; or
- (b) in all other circumstances at the time when the Goods or a consignment or other part thereof leaves the premises of the Company whether or not the Company arranges transport.

7.2 Title in the Goods or any part thereof supplied hereunder shall not pass to the Customer until payment has been made in full and cleared funds received for:-

- (a) the Goods including any interest payable, and
- (b) all other goods the subject of any other contract between the Company and the Customer which at the time of payment of the price of the Goods have been delivered to the Customer.

7.3 Before title has passed to the Customer under the terms of this clause and without prejudice to any of its other rights, the Company shall have the right to recover or re-sell the Goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose and in respect thereof the Customer shall take all reasonable precautions to protect the Goods from damage or loss arising from any cause and shall indicate that the Goods are the property of the Company.

7.4 In the event of a sale of the Goods by the Customer in the ordinary course of its business to a third party the Customer shall assign to the Company in writing its rights to recover the selling price from the third party concerned if so required by the Company.

7.5 As the insurable risk in the Goods shall pass to the Customer as soon as the Goods are delivered to him or to his order and pending disposal the Customer shall keep the Goods insured in the amount of the price at which the Goods are sold to the Customer against all insurable risks.

7.6 If the Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.

7.7 Any items loaned to the customer by the Company ('the Loan') will remain the property and title of the Company.

7.8 The Company may terminate the Loan at any time and on written notice to the Customer. The Customer shall deliver up the item to the Company immediately on receipt of the above written notice.

7.9 The Loan shall immediately terminate in any event on the happening of the voluntary or compulsory liquidation of the Customer or the appointment of an administrator over the Customer or a receiver over any of the Customer's assets or the Customer entering into a composition or arrangement with its creditors or the Customer ceasing to trade or altering its legal status or the Customer taking or suffering any similar or analogous action in any jurisdiction and in these circumstances the Customer shall deliver up the item pursuant to clause 7.9 above.

8. CARRIAGE

8.1 Unless otherwise specified prices quoted include delivery to destinations in the United Kingdom in which case the Company will select the mode of transport with due regard to urgency and cost. The entire cost of any other mode of transport to destinations in the United Kingdom which the Customer may specify [e.g. passenger train, parcel post etc] shall be borne by the Customer. No allowance will be credited for Goods collected from the Company's premises by the Customer.

9. CONTAINERS

9.1 Containers, stillages, crates, cases, bags, drums and pallets in or on which Goods are delivered ('Containers') shall become the property of the Customer, except those Containers marked or stated in the Company's quotation or other documentation as being returnable or returnable, as are specialised Containers of high intrinsic value such as stillages and drums and specialised intermediate bulk Containers which remain the property of the Company even if not so marked. In the absence of any written agreement, the interpretation as to which Containers are returnable at all times rests solely with the Company, and it is the responsibility of the Customer to check with the Company before disposing of any Container that the Company may wish to treat as returnable.

9.2 The Customer shall without charge or cost to the Company return to the Company all returnable Containers immediately after delivery if this is practicable, and shall return on demand or when empty all returnable Containers loaned by the Company to the Customer. The Customer shall pay to the Company the replacement value of any returnable Container lost or damaged before being returned to the Company. The Company retains the right to charge rental on any Containers overdue for return.

9.3 The Company does not recommend re-use by the Customer of either returnable or non-returnable Containers or packaging nor give any undertakings as to suitability, or accept liability if Containers or packaging are re-used, and any such re-use shall be entirely at the Customer's risk, and before reusing any Container the Customer shall first remove therefrom any product label or reference to the Company or its logo. The Customer undertakes to dispose of all non-returnable Containers and packaging in a safe and proper manner, and according to any relevant regulations which may be in force from time to time.

9.4 Returnable Containers are only provided for the storage of Goods as part of the delivery and until the transfer into the Customer's own container, or until the Goods have been used up, depending on particular circumstances. The Company does not permit the re-use by the Customer of returnable Containers in any circumstances. In the case where a residual heel of product remains in the Container (as in the case of, but not limited to, pressurised gases.) the Customer is responsible for ensuring that the remaining contents are not contaminated by any other substance, including air in the case of pressurised gases, prior to the Container being returned to the Company. Where a Container is returned with the remaining contents contaminated, the Company shall have the right:-

- (a) to refuse any refund which would otherwise be payable on the return of the Container, and/or
- (b) to make a charge in respect of the cost of decontaminating the Container, and/or
- (c) to charge the Customer for any Goods remaining in the Container which have become unsellable due to such contamination.

10. SHORTAGES AND DEFECTS APPARENT ON INSPECTION

No liability will be accepted regarding claims or complaints as to shortages or transport damages unless notified to the Company by telephone within 72 hours and confirmed in writing within 7 days. Goods claimed to be defective must be returned immediately, and if it is agreed by the Company that the Goods are defective, the Goods will be replaced or repaired free of charge or at the option of the Company, allowed for credit, provided that such credit shall not exceed the value of our Goods as invoiced and provided that the Customer shall return the Goods in the same condition as they were supplied.

11. DEFECTS NOT APPARENT ON INSPECTION

11.1 The Customer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Customer without the prior specific consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.

11.2 The Company shall not be liable for loss or damage suffered by reason of use of the Goods after the Customer becomes aware of a defect or after circumstances which would reasonably have indicated to the Customer the existence of a defect.

11.3 The company may within 15 days of receiving such a written complaint for doors situated on UK mainland inspect the goods, the customer if so required by the company shall take all steps necessary to enable the company to do so.

11.4 In the case of export Goods for overseas destinations the Company accepts no liability for damage or loss after the Goods have been dispatched by the Company although the Company will arrange insurance against transit or other risks if instructed to do so by the Customer at the Customers cost.

12. WARRANTIES AND LIABILITIES.

12.1 The Company warrants that the Goods to be supplied by It consequent upon its acceptance of the Customers order will at the time of delivery be of satisfactory quality and in accordance with the Specification.

12.2 Subject to any limitations on the Company's liability elsewhere contained in these Conditions, the Company's obligation under the warranty at paragraph 12.1 shall be (at the Company's option) either:-

- (a) to correct or repair or
- (b) to replace free of charge, or
- (c) to refund the Price

of any Goods which are shown to the Company's satisfaction to have been defective at the time of delivery, provided that notice of such defect and satisfactory proof thereof is given by the Customer immediately after discovery and within 14 days from the date of delivery, except that where the alleged defect is a matter in relation to which the Company has provided a specific guarantee for a specified period, the claim must be made in accordance with and subject to the terms of the guarantee within the specified guarantee period. The Company's said obligation pursuant to this sub condition shall apply only if the Customer shall on request return any such Goods to the Company for inspection at the Customer's expense if requested to do so.

13. GUARANTEE CONDITION

13.1 The Company guarantee their white PVC-U profiles and woodgrain (cherrywood, light oak, mahogany) foils for a period of 10 years from [the date of delivery in accordance with condition 6, above], whilst Dark Red (Burgundy) 3081, Steel Blue (Oxford) 5150, Dark Green (Brookland) 6125, Anthracite Grey 7016 and Black Brown 8518 are guaranteed for 7.5 years from [the date of delivery in accordance with condition 6, above]. The Company will extend to the Customer the manufacturers guarantee on all products not manufactured by the Company. Brown and caramel gutters are excluded from any guarantee. The guarantee will apply to colour stability, impact strength and shape retention with regard to PVC-U profiles. Any product found to be defective under the terms of the guarantee will be replaced and delivered free of Charge to the premises of the Customer. The guarantee is conditional on the material being handled, stored and applied in full compliance with any guidelines that are issued by the Company. [The guarantees given in this condition 13 are only given in respect of Goods supplied by the Company and fitted in UK Mainland.]

13.2 The Company guarantee their composite door for domestic use for a period of ten years from the date of manufacture for the following: Door Leaf 1. In normal use the doors will not crack, chip, blister, flake or peel. 2. When exposed to direct sunlight over long periods of time, discolouration may occur, but this will be within the accepted tolerances contained within GRS (Grey Scale Rating) 3-4 according to BS EN ISO 11341 for paints and varnishes. Hardware (Door Hinges, Lock Sets, Handles etc) 1. In normal use, all hardware functionality (excluding surface finish). Note: Handles and Hinges should not be subject to stresses and operating forces beyond recommended levels as stipulated by the GGF guidelines and British Standards Code of Practice. Composite Door Glass Units 1. Obstruction of vision arising from deposition of moisture or deterioration of inner glass. This Guarantee is subject to the door being maintained in accordance with our Care Guide. This Guarantee excludes: 1. Damage from impact or neglect. 2. Misuse. 3. Failure due to poor installation. 4. Failure due to building subsidence. 5. Faults caused by wilful or neglectful damage or by excessive wear and tear. 6. Any modifications/alterations made post installation. 7. Act of God. The Company accept no liability for any direct or consequential loss (including cost of refitting) resulting from any claim against this Guarantee. The company reserve the right to modify their designs, if any product or component is obsolete a product of equivalent specification will be supplied.

14. LIMITATIONS

14.1 No representation is made nor warranty given by the Company as to the suitability or fitness of the Goods for any particular purpose, and the Customer shall be responsible for ascertaining whether the Goods are suitable or fit for the Customer's purpose, and the Company shall be under no liability for any loss damage expense or liability incurred by the Customer or any third party as a result of the Goods not being suitable for a particular use.

14.2 Save as provided in this Condition 14 the Company's liability in connection with the sale of the Goods to the Customer shall be as follows:-

- (a) in respect of physical damage to or loss of the Customer's tangible property to the extent that it results from the wilful default or negligence of the Company, its employees, agents or contractors the Company's liability shall be limited to the price of the Goods in respect of each incident or series of connected incidents;
- (b) in respect of all other direct loss (whether in contract, tort, or otherwise) the Seller's liability shall not exceed the price of the Goods; and
- (c) in respect of any loss of goodwill or for any type of consequential, special or indirect loss or damage the Company's liability shall be nil.

14.3 Nothing in these Conditions shall be deemed to exclude or restrict the Company's liability for fraudulent misrepresentation or for death or personal injury resulting from the Company's negligence, or any liability for breach of the Company's implied undertaking as to title.

14.4 The Customer recognises that the limitation of liability contained in this clause is reasonable in that the prices quoted by the Company are dependent upon such limitation being incorporated in the Contract.

15. FORCE MAJEURE

15.1 If the Company is prevented (directly or indirectly) from making delivery of any Goods by reason of force majeure (as hereinafter defined) the Company shall be under no liability whatsoever to the Customer nor shall the Company be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of its obligations in relation to the

Goods, and the Company shall have the right at its absolute discretion to allocate such deliveries as it is able to make, between deliveries pursuant to the Contract, and deliveries pursuant to any other contract with any third party.

15.2 The following shall be regarded as force majeure:-

Act of God, explosion, flood, tempest, fire, accident, war, threat of war, sabotage, insurrection, civil disturbance, government requisition, acts, restrictions, regulations, bye-laws, prohibitions, or measures of any kind, on the part of any governmental, parliamentary, or local authority; import or export regulations, or embargoes, strikes, lock-outs, or other industrial actions, or trade disputes, shortages of raw materials, labour, fuel or parts of machinery, power failure, or breakdown in machinery, including tooling and die failure and any other cause whatsoever beyond the Company's reasonable control.

16. INDEMNITY

16.1 The Customer shall indemnify the Company on demand against any costs charges losses or expenses including legal fees which the Company may sustain or incur as a consequence of any failure by the Customer promptly and properly to perform its obligations hereunder.

16.2 The Customer shall indemnify the Company against any damages losses costs claims or expenses suffered or incurred by the Company in respect of any claim brought against the Company by any third party for any loss injury or damage wholly or partly caused by the Goods or the use or the use of any Container other than for storage of the Goods. Any loss injury or damage suffered as a result of a failure on the part of the Customer or any third party to use handle or deal with the Goods in a safe and proper manner and in accordance with all applicable regulations and all procedures recommended by the Company. Nothing in this clause will require the Customer to indemnify the Company against any liability to the extent that this arises as a result of the Company's own negligence.

17. TERMINATION

17.1 The Company shall be entitled without prejudice to its other rights and remedies, either to terminate wholly or in part the Contract or any or every other contract with the Customer or to suspend any further deliveries under the Contract or any or every other such contract in any of the following events.

- (a) if any debt due and payable by the Customer to the Company is unpaid.
- (b) if the Customer has failed to take delivery of any Goods under the Contract, or any other Contract as aforesaid otherwise than in accordance with the Customer's contractual rights.
- (c) if the Customer makes any voluntary arrangement 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 an encumbrancer takes possession or a receiver is appointed, of any of the property or assets of the Customer; or the Customer ceases, or threatens to cease, to carry on business; or the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

17.2 In addition to any right of lien that the Company may have the Company shall in any of the events described in paragraph 17.1(c) above have a general lien over all Goods sold and delivered by the Company to the Customer under the Contract or any other Contract.

17.3 Any implied right to sell the goods in the ordinary course of business shall terminate on the occurrence of any of the events listed in condition 17.1(c).

18. CANCELLATION

The Company will only agree to cancellation on condition that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.

19. CONFIDENTIAL INFORMATION

All drawings documents and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without the written consent of the Company either give away loan exhibit or sell any such drawings or extracts there from or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.

20. TRADE MARKS/DESIGN RIGHTS/PATENTS

The supply of Goods by the Company shall not confer any right upon the Customer to use any of the Company's trade marks (except in the re-sale of Goods in the packaging supplied by the Company), or any of the Company's patents or design rights, and at all times such trade marks, patents, and design rights, shall remain the absolute property of the Company.

21. DATA AND TECHNICAL INFORMATION

The information contained in the advertising sales and technical literature issued by the Company may be relied upon to be accurate in the exact circumstances in which it is expressed otherwise any illustrations performance details examples of installations and methods of assembly and all other technical data in such literature are based on experience and from trials under test conditions. Accordingly the information contained in the Company's publications is provided for general guidance only and forms no part of the contract unless expressly agreed in writing. Customers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's products.

22. GENERAL

22.1 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of this or any other Contract.

22.2 If any of the provisions of these Conditions is held by any competent authority to be invalid or un-enforceable 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 thereby.

22.3 The Customer shall not assign or transfer any of its rights benefits or obligations under the Contract (save with the prior written consent of the Company).

22.4 The Contract shall be governed by and construed in all respects in accordance with English Law, and the Customer hereby submits for all purposes of and in connection with the Contract, to the non-exclusive jurisdiction of the English Courts.

22.5 Any notice required to be given hereunder shall be sent to the Company at its registered office, and to the Customer at the address shown on the order or its registered office (at the Company's discretion). A notice shall be deemed to have been served, if by hand when delivered, if by telex or facsimile when transmitted, and if by first class post 48 hours after posting.

22.6 The clause headings are for reference purposes only, and do not limit or otherwise affect the interpretation of the foregoing Conditions.

22.7 Each of the provisions contained in these Conditions shall be construed as separate and severable.

22.8 A person who is not a party to the contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.