

1. GENERAL

1.1. In the conditions of sale below the "Seller" means Dual Seal Glass Ltd, the "Buyer" means the person, firm or company purchasing the goods and the "Goods" means all materials, products and services supplied by Dual Seal Glass Ltd.

1.2. The giving by the Buyer of any delivery instructions for the goods or any part thereof or the acceptance by the Buyer of delivery of the goods or any part thereof or the issue of any documents by the Buyer in confirmation of the transaction set out on the basis hereof, after receipt by the Buyer of a copy of these Conditions of Sale shall constitute unqualified acceptance by the Buyer of these.

2. PRICE, PAYMENT AND TERMS

2.1 Any price quoted or published by the Seller, unless otherwise specifically stated is deemed to have been calculated on the costs current at the date of the quotation or publication. Accordingly all such prices are subject to amendments at the Sellers discretion without notice to the Buyer and the Buyer will be invoiced at the price prevailing at the date that the goods are despatched or delivered by the Seller or collected by the Buyer.

2.2 All prices quoted or published by the Seller do not include Value Added Tax, which will be charged where applicable by the Seller at the rate prevailing at the date of the invoice.

2.3 The handling, working or carrying of the Buyers own materials shall be entirely at the Buyers risk but all reasonable care will be taken by the Company.

2.4 In no circumstances can orders for goods made to the Buyers specific requirements be cancelled by the Buyer.

2.5 All prices are net ex works unless otherwise agreed and payment is due on the last day of the month following that in which the goods are ready and due for delivery. If the Buyer makes default on payment, payment in respect of all goods delivered but not paid for shall immediately become due and payment in respect of any goods delivered during the continuance of such default shall become due immediately upon delivery. The Seller reserves the right to charge interest at the rate of 4% over the National Westminster Bank PLC base rate on any amounts not paid at the due date but this reservation shall in no way constitute a right to the Buyer to delay payment.

3. DELIVERY

3.1 Any time or date for the despatch or delivery of the goods shall be taken as an estimate made by the Seller in good faith but shall not be binding upon the Seller either as a term of the Contract or otherwise. In no circumstances shall the Seller be liable for any loss or damage sustained by the Buyer in consequence of failure to deliver within such time or by such date as a consequence of any delay in delivery however caused.

3.2 Where delivery of an order is made by instalments each delivery shall be deemed for such purposes to be the subject of a separate contract. Any failure whatsoever by the Seller in respect of any one delivery shall not entitle the Buyer to repudiate the order or any instalments remaining to be delivered thereunder.

3.3 Where the Seller agrees to make delivery of the goods to the Buyer's premises or premises nominated by the Buyer, the unloading of the goods shall be the responsibility of the Buyer and shall take place at the Buyer expense. If the unloading of the goods is delayed for any reason the Seller reserves the right to apply a surcharge calculated on a time basis.

3.4. If for any reason the Buyer is unable to collect or accept delivery of the goods at the time when the goods are ready for collection by or delivery to the Buyer the Seller may if its storage facilities so permit and at its entire discretion store the goods until such time as the Buyer is able to collect or accept delivery of the goods. In such circumstances and subject to these conditions the goods will be stored entirely at the Buyers risk and the Buyer shall pay the Seller a reasonable sum calculated at the current market rate in respect of the grant of such storage facilities.

3.5. Where the Buyer requires the Seller to make delivery of the goods other than to the Buyers premises this fact must clearly be stated in writing at the time of the order and subject to the Sellers acceptance of the order the Seller may apply a service charge calculated in accordance with the rates current at the date of despatch.

3.6. Where pallets, stillages, packages or like items have been supplied by the Seller for the purposes of effecting delivery of the goods to the Buyer, the Buyer shall be responsible for returning them carriage paid and in good condition to the Seller within 28 days. Any reuse of such equipment by the Buyer is entirely at the Buyers own risk. If the Seller has charged the Buyer for the provision of such items the said charge will be fully credited to the Buyer if and when the items are returned to the Seller as aforesaid.

3.7 On arrival of the goods at the place of delivery the Buyer shall promptly provide unloading facilities and when the goods are ready to be unloaded shall unload the goods promptly. The Seller shall be entitled to recover from the Buyer all and any costs and expenses incurred as a result of the Buyers failure to do so. Any assistance given by the Seller or its agents in respect of any unloading is entirely at the Buyers own risk.

4. INSPECTION AND DEFECTS

4.1 Where goods are collected by the Buyer or its agents from the Sellers premises it shall be the responsibility of the Buyer or its agents to inspect the goods before removing the same from the Sellers premises. Upon such removal, the Buyer will be deemed to have accepted the goods and the Seller shall be under no liability for any loss or damage to the goods which occurs or may have occurred after the removal of the goods from its premises

4.2. Where the goods are delivered by the Seller or its agents to the Buyers premises or an address nominated by the Buyer it shall be the responsibility of the Buyer to inspect the goods as soon as practicable and in any event within 7 days from the date of delivery. Goods alleged by the Buyer to be defective must be held by the Buyer at its expense and risk so as to enable the Seller or its agents to carry out inspection of the same within 14 days of receipt of written notice of complaint. The notice shall include details of each and every defect complained of. If the Seller accepts that the goods are defective it will at its discretion replace any defective items free of charge or credit the Buyer with the value of the same. The Sellers liability in respect of any defect in or failure of the goods sold or for any loss, injury or damage attributable thereto is limited to making good replacement of defective goods which under proper use appear therein and arise solely from faulty design, materials or workmanship within a period of five years after the original goods shall have been first despatched at the termination of which period all liability on the Sellers part ceases.

5. WARRANTIES

5.1. No condition is made or is to be implied or any warranty given or implied as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under specific conditions notwithstanding that such purpose or condition may be known or made known to the Seller. Save as aforesaid the Seller has no further obligation to the Buyer with regard to the quality or condition of the goods or any loss, expense or cost whatsoever and howsoever incurred by the Buyer caused by defective goods.

5.2 The supply to the Buyer of insulated panels, insulated double glazed units or double glazed units manufactured by the Seller shall be with the benefit of the Sellers warranty which shall be limited to the replacement of any unit which the Seller at its entire discretion shall regard as defective within a period of five years from the date of sale and shall in no event include the cost of replacement, fitting, handling and storage of the relevant panel or panels or any consequential loss arising from the act of replacement or otherwise. The Seller warrants that the goods shall conform to appropriate European standards (where applicable) or otherwise to recognised industry standards defined and published by the Glass and Glazing Federation London SE1 1XB

5.3 In respect of any goods or products supplied by the Seller but manufactured by other firms, the benefit of any warranties or guarantees given to the Seller by such manufacturer or supplier will wherever practicable be passed to the Buyer, subject to the conditions (including maintenance requirements) under which they are given.

5.4. All illustrations contained in the Sellers brochure, catalogues or advertisements and price lists are approximate only and are intended merely to give a general idea of the goods described therein and shall not form part of the contract. If the Seller offers its drawings for the Buyers approval the Seller undertakes no responsibility for any framework or support provided by others to which the goods are to be fixed or for any special requirements which the Buyer may be bound to observe or fulfil unless these special requirements are confirmed in writing by the Buyer to the Seller prior to quotation.

5.5 The Buyer will indemnify the Seller against any claim made against the Seller in respect of loss or damage claimed by any third party against the Buyer relative to the goods the subject of a contract between the Buyer and the Seller

5.6. The supply of goods hereunder shall not confer any right upon the Buyer to use any of the Sellers trade marks without the written consent of the Seller. Nor does it imply any indemnity against infringement of the rights of third parties.

5.7. The Seller shall be under no liability for loss of profits, revenue, contracts or business or any other form of consequential or indirect loss or damage whatsoever and however caused or arising.

5.8 Optical, dimensional, other physical properties and colour of the goods are subject to the Sellers manufacturing specifications, tolerances and/or standards, details of which are available on request.

5.9 Specification of the correct glass in accordance with EN 952 Glass for glazing Parts 1 and 2 and the relevant European Standard for glass in buildings and/or other statutory requirements is the responsibility of the Buyer. Where the goods ordered appear to contravene a relevant Code of Practice or European Standard the Seller reserves the right to substitute goods, which meet the requirements and charge accordingly.

5.10 The Buyer shall be responsible for the correct use, storage and/or installation of the goods in accordance with published guidelines. The Seller accepts no liability for loss or damage resulting from failure to adhere to recommendations and guidelines laid down in current technical literature or that of the said Glass and Glazing Federation.

6. RISK

6.1. The risk in the goods shall pass to the Buyer upon the happening of either (a) delivery of the invoice by the Seller to the Buyer (b) notification to the Buyer of the goods being ready for collection (c) where the Seller agrees to deliver the goods to the Buyer upon delivery at the Buyers premises or other nominated address. In the latter case delivery will be deemed to have been completed when the goods are offloaded at the place of delivery.

6.2. Where pallets, stillages or like items are supplied by the Seller for the purpose of effecting delivery of the goods to the Buyer the risk of loss of or damage to such items shall be with the Buyer until such time as the Buyer returns them to the Seller.

7. TITLE

7.1. The property in the goods shall remain with the Seller until such time as the Buyer shall have paid to the Seller all monies due to the Seller.

7.2. The Buyer acknowledges that the Buyer is in possession of the goods solely as a bailee for the Seller until such time as the full price thereof is paid to the Seller but that the risk in goods shall pass to the Buyer on despatch of the goods, in accordance with Condition 6 above.

7.3. Until such time as the Buyer becomes the owner of the goods, the Buyer will store them on his or her premises separately from the Buyers own goods or those of any other person and in a manner that makes them readily identifiable as the goods of the Seller.

7.4. The Buyer is licenced by the Seller to agree to sell the goods, subject to the express condition that such sale shall be made by the Buyer as agent and bailee for the Seller whether the Buyer sells on his or her own account or not, and that the entire proceeds thereof are held in trust for the Seller until payment of the agreed price and are not mingled with other monies and shall be at all times identifiable as the Sellers monies.

7.5. If the Buyer has not received the proceeds of any such sale he will upon being called upon to do so by the Seller within seven days thereof assign to the Seller all rights against the person or persons to whom the Buyer has supplied the goods.

7.6. The Buyers right to possession of the goods shall cease if the Buyer, not being a company, commits an act of bankruptcy or if, being a company, does anything which if done by an individual would constitute an act of bankruptcy or does anything or fails to do anything which would entitle a Receiver to take possession of any assets or which would enable any person to present a petition for winding-up. Upon such an event the Seller may suspend further deliveries and may determine any contract then subsisting for the sale of goods without prejudice to any right or claim then vested in the Seller against the Buyer and the Seller may for the purpose of recovery of the goods pursuant upon this condition, enter any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

8. LAW AND ARBITRATION

8.1. These terms and conditions of trading and any contract arising hereunder shall in all respects be governed by and construed in accordance with the Laws of England. In the event of any dispute or difference arising between the Seller and the Buyer in regard to any matter or thing of whatsoever nature arising out of the contract then such dispute or difference shall be and is hereby referred to such person as the parties may agree to appoint as arbitrator or failing such agreement as may be appointed on the request of either party by the President of the time being of the Chartered Institute of Arbitrators.