

# General Conditions of Sale

In these Conditions "Company" shall mean "HWL Trade Frames Ltd" and the Customer shall mean any person, firm or company placing an order with the Company

## Customers Conditions

These conditions shall have precedence over any conditions appearing on the Customers order form or any other document emanating from the Customer or his agent.

## Delivery and Packing

Goods will be delivered by HWL Transport to the customer's warehouse or works. Where delivery is required other than to customer's premises, this must be stated clearly at the time of ordering and subject to our 'acceptance of the order', a carriage charge may be applied in accordance with rates current at the time of dispatch.

The company will use all reasonable endeavours to meet all estimated times or dates for delivery. In the event of supplies or labour been interrupted by strikes, lockouts, fire war or other contingencies beyond our control there may be a delay or suspension of orders. Time for delivery shall not be a term of any contract and the Company shall therefore not be liable for any loss or damage caused or occasioned by later delivery.

## Transit Breakages and Claims

It is important that all items are examined on receipt. Any loss or damage should be reported to us immediately and confirmed in writing within 3 days. Failure to comply with these conditions will prevent the customer from recovering the cost of any loss or damage sustained.

## Risk

The risk in the Goods will pass to the Customer at the time of Delivery

## Prices

All published prices are subject to alteration or withdrawal without notice, unless any specific agreement to the contrary exists and all goods will be invoiced at the prices ruling on the date of despatch.

## Payment

Where an approved monthly account is in operation, payment is due on a net basis on or before the last day of the calendar month following month of delivery.

In the event of Customer default in paying any sum as it falls due or committing any breach of any of its obligations to the Company, the Company shall be entitled, without notice to the Customer, to suspend all further deliveries until the default be made good and to withdraw future credit facilities.

Any sum as it falls due shall carry interest, in accordance with Late Payment of Commercial Debts (Interest) Act 1998, on a daily basis at the Bank of England base rate, applicable at the time, plus 8%, until the Company receives payment in full. And may also be subject to an Administration Charge of £35.00 plus costs.

## Delayed Delivery of Completed Goods

Where goods are manufactured in good faith to meet delivery date and subsequently we are asked to hold until advised, we will hold such goods for a period of one week from the original planned delivery date without charge. Additionally a reasonable monthly demurrage charge will be levied according to the numbers and sizes of the frames involved, at our discretion.

## Orders

Wherever possible, orders should be submitted on our specially printed Order Forms (freely available on request) All orders are accepted on the understanding that our general conditions of sale will apply, regardless of any conditions printed on customer's own stationery. Orders can not be taken verbally.

## Cancellations/Alterations

Where cancellations/alterations can be made without loss they will be accepted, but it must be clearly understood that once an order has been started, such work or part work must be paid for in full, and when a substantial part of an order has been started or completed, cancellation or alteration may be refused.

## Unloading, Storage and Fixing

Unloading of goods from transport is the responsibility of the customer and we cannot accept charges for this operation. The handling, storage and fixing of goods must be carried out in accordance with normal trading practice. Any damage caused through failure to comply with such practice will be the customer's responsibility.

## Product Replacement Under Warranty

In the unlikely event that any of our products "fail" or "break down" within the warranty period given you must inform us in writing of the fault/problem. We will endeavour to replace the said products at the normal cost and this will/may be refunded on receipt/inspection of the faulty product back at our premises.

## Set off

The customer shall not be entitled to withhold or set off payment of any amount due to the Company under the terms of any contract whether in respect of any claim of the Customer in respect of faulty or defective Goods or for any other reason which is contested, or liability for which is not admitted by the Company.

## Product Improvement

Due to a policy of continuous development in our manufacturing processes, we reserve the right to modify design and specification in any of our products at any time.

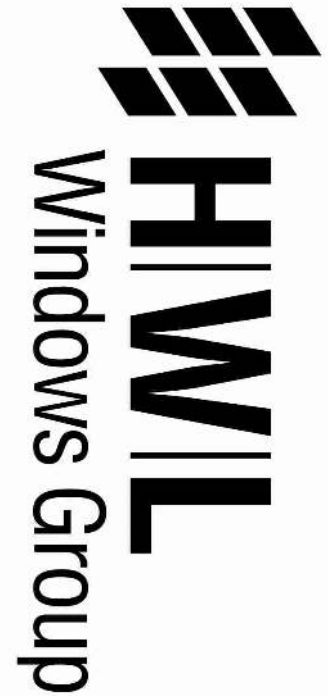
## Building Regulation Compliance

We will not knowingly supply products that do not comply with Building Regulations, however it is the responsibility of the installer to ensure compliance with any relevant legislation or code of practice.

## Ownership

The legal and beneficial ownership of the goods shall only pass to the Customer upon payment in full for the goods and all other sums whatsoever and howsoever due from the Customer to the Company.

If any sum due from the Customer to the Company on any account whatsoever remains unpaid after the Company has given the Customer two days written notice of their intention to exercise their rights under this Condition, the Customer shall be deemed to have repudiated this agreement and the Company shall be entitled to terminate this agreement and to forfeit any sums paid to it by the Customer in respect of the goods and to recover the Goods if necessary by entry into and removal from the Customers premises without prejudice to any other claims which the Company may have against the Customer.



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