



Terms & Conditions of Sale

Any order accepted by Protectorglaze Ltd (hereinafter called the Company) whether or not it is based on quotation or tender given by the Company is to be deemed to incorporate these terms and conditions; modification of or substitution for these terms and conditions (even if included in or referred to in the order) shall be binding on the Company unless specifically accepted by the Company in writing. Written confirmation of an order shall not constitute such acceptance. No servant, agent or representative of the Company has authority to vary, add to, omit or otherwise alter these terms. In the event of any dispute between the Company and the Buyer, the Terms and conditions of Sale shall prevail.

2. PRICES

Unless otherwise agreed in writing by the Company the Company reserves the right to vary the price quoted for the goods in order to conform with the Company's prices for such goods ruling at the date of despatch or to take account of any increase in wages, salaries or cost of materials, manufacturing, packaging or other overheads between the date of the order and the date of delivery. When Value Added Tax (hereinafter called VAT.) is chargeable the price shall also be increased.

- 1) By the gross amount of the V.A.T. chargeable on the supply of the goods and for services by the Company.
- 2) By the net cost to the Company of any VAT, chargeable in respect of the supply to the Company of goods to be incorporated in or of services contributing to the contract.

3. PAYMENT

- a) Unless remittance is required with order or the Company otherwise agrees, payment is due in full 30 days after the date in which the Buyer is invoiced in respect of this contract.
- b) All payments shall be in accordance with the terms set out herein and in the event of non-compliance therewith the Company reserves the right to make an additional charge which shall not exceed 3% above Alliance and Leicester Commercial Bank's base rate on any sums outstanding from time to time and which shall be notified to the Buyer.
- c) If payment is not made in accordance with these terms or at any time the credit standing of the Buyer has (in the opinion of the Company) been impaired the Company may refuse delivery of any goods required under this contract until arrangements as to payment or credit have been established which are satisfactory to the Company.
- d) In addition to any right or lien to which they may be by law entitled the Company shall (in the event of the Buyer's insolvency) be entitled to a general lien on all goods of the Buyer in the Company's possession (although such goods or some of them may have been paid for) for the unpaid price of any goods sold and delivered to the Buyer by the Company under the same or any other contract.
- e) The intending Buyer acknowledges that until such time as payment as aforesaid has been made it is in possession of goods solely as bailee for the Company and shall store the goods separately from its own goods and in such a fashion as to be readily identifiable by the Company.

4. DELIVERY

- a) Unless the Company otherwise agrees, delivery shall be made to the Buyer's works, noted on the order and stated on Company's invoice.
- b) Stated delivery times are business estimates only and the Company shall not be liable for any loss or damage suffered by the Buyer by reason of any failure to comply therewith, nor will any such delay entitle the Buyer to repudiate the contract.
- c) The carrier and the Company must be advised in writing (otherwise than upon the carrier's documents) within five days of receipt of invoice if the products covered by the invoice have not been delivered, or within two days of delivery if damage, pilferage or shortage is revealed upon receipt of the products. If such advice is given the Company will use its best endeavours to assist the Buyer in respect of proof of delivery of the products to the carrier in sound condition, In no circumstances shall the Company be liable for any consequential loss or damage.

5. TITLE AND RISK

- a) The goods shall be at the Buyer's risk from the time of delivery or, if earlier, when they are placed at the Buyer's disposal.
- b) Notwithstanding delivery, the goods sold hereunder remain the absolute property of the Company until payment of all amounts invoiced by the Company to the Buyer in respect of the goods has been made.
- c) In the circumstances where the goods are delivered to an address specified by the Buyer the Company shall be entitled at any time until resale of the goods immediately after giving notice of its intention to do so, to enter upon such premises with such transport as may be necessary and repossess any goods or products to which it has title hereunder.
- d) If any of the goods are incorporated in or used as materials for other goods before payment of all that is owing to the Company under this contract, the property in the whole of such other goods shall be vested in the Company and the Buyer shall hold all such other goods as Trustee for the Company.
- e) In the event of the Buyer selling or otherwise disposing of the goods or such other goods as incorporate the goods before he has paid all that is owing to the Company under the contract then the Buyer shall hold all such money he receives as Trustee for the Company in an account separate and identifiable from other monies of the Buyer until payment in discharge of the debt due from the Buyer to the Company.
- f) Nothing in this clause shall confer any right on the Buyer to return the goods sold hereunder or to refuse or delay payment thereof, unless otherwise agreed.
- g) Until payment has been made in full by the Buyer the Company shall be entitled to require the Buyer at any time to assign to the Company all rights which the Buyer may have against any subsequent purchaser or transferee of the said goods.

6. DELAY IN SUPPLY (FORCE MAJEURE)

The Company shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the Company's control. In such circumstances the Company may cancel or suspend this contract without incurring any liability for any loss or damage thereby occasioned and may extend the period of delivery or may without any liability whatsoever suspend or cancel (either immediately or any time after suspension under this condition) any or all of its obligations then unperformed.

7. WARRANTY

- (i) The Company warrants that the goods shall at the time of delivery correspond to the published specifications of the Company when used for purposes for which goods of that type are ordinarily used. In the absence of any published specifications applicable to the goods the Company warrants that the goods

shall at the time of delivery be of normal industrial quality. If any of the goods do not conform to that warranty, the Company will, at its option.

- a) replace the goods found not to conform to the warranty
- b) bring the goods into conformity with the published specifications of the Company or (as the case may be) normal industrial quality or
- c) take back goods found not to conform to the warranty and refund the total of the purchase price.

The liability of the Company under the fore-going paragraph is conditional upon

- a) the Buyer giving written notice to the Company of the alleged defect in the goods, such notice to be received by the Company within fourteen days of the time when the buyer discovers or ought to have discovered the alleged defect and in any event, within two months of delivery of the goods.
- b) The Buyer affording the Company a reasonable opportunity to inspect the goods.
- c) The Buyer making no further use of the goods that are alleged to be defective after the time at which the buyer discovers or ought to have discovered the alleged defect

(ii) Save as provided in the paragraph above all conditions and warranties, express or implied (whether by statute, common law or otherwise) as to the condition, merchantability or fitness for any purpose of the goods are hereby expressly excluded and the Company shall be under no liability for any loss or damage howsoever arising which may be suffered by the Buyer by reason of any defect in or failure to perform on the part of the goods.

iii) Information regarding weights, measurements, powers, capacities, performance and other data generally relating to the Company's products together with instructions, recommendations and advices relating to the same contained in advertisements, catalogues, price lists, illustrations, technical specification sheets or other similar matter submitted to the Buyer by the Company whilst given in good faith, must be regarded only as approximate and intended to present to the Buyer a general guide, the accuracy of which the Buyer must test for himself. The Buyer shall be deemed to rely upon his own judgment as to the nature and quality of the Company's products and their suitability for his purpose and not upon any representation made by the Company its servants or agents either orally or in writing.

The liability of the Company in respect of any misrepresentation shall not in any event exceed the cost of replacement of the Company's product in respect of which a claim is made. The Company will not in any event be liable to consequential loss, injury or damage arising out of any misrepresentation concerning the Company's products.

8. RETURN OF GOODS

In no circumstances shall any of the goods be returned to the Company without the Company's prior written consent.

9. PATENTS AND DESIGNS

The Company shall not be liable in respect of any claim which may be made against the Company for infringement of any letters patent or registered design which may arise as a result of the Company carrying out instructions given by the Buyer and the Buyer agrees to indemnify and keep indemnified the Company from and against all or any such claims and against all costs, damages and expenses incurred by or recovered against the Company in respect of any such claims.

10. CANCELLATION

If the Buyer shall fail to make any payment when it becomes due or shall enter into any composition or arrangement with its creditors or if being an incorporated company it shall have a receiver appointed or shall pass a resolution for winding up or a court shall make an order to that effect, or if not being an incorporated company has a receiving order made against it, or if there shall be any breach by the Buyer of any of the terms and conditions hereof the Company may, without prejudice to their other rights and remedies, defer or cancel any further deliveries.

11. FROST

Many adhesives are subject to damage by frost and the Company does not accept any responsibility if such damage occurs on the Buyer's premises in frosty weather. In frosty weather the Company will use its

discretion as to whether or not to despatch goods unless otherwise instructed by the Buyer in which case the Company does not accept responsibility for damage by frost in transit,

12. PACKAGES

All packages for which a deposit is charged by us are returnable to the Company and credit at current rates will be given if the packages are returned (carriage paid) in good condition within three months of the original invoice date unless otherwise agreed. Written advice of the return of empty packages should be sent to the Company on the day of despatch. Other packages are not returnable and the Company cannot accept responsibility for loss, damage or cost of carriage in the event of return.

13. AGREEMENTS, CREDITS AND SUPPLIES

The Company shall have the right in its absolute discretion and without giving any reason therefor and notwithstanding any contract the Buyer may have made with a third party, to terminate or suspend without notice any agreement to supply goods to any person or firm and to refuse or limit the amount of credit to be given to any person or firm including the Buyer.

14. QUANTITY AND TOLERANCES

The Company reserve the right to deliver against any order an excess or deficiency up to 10% by weight or volume ordered.

15. INTELLECTUAL PROPERTY RIGHTS

- (i) Nothing contained in any contract whether express or implied shall be deemed to confer any rights upon Buyers to apply any trade mark owned by the Company to any goods supplied,
- (ii) The Buyer warrants that any instructions furnished or given by the Buyer shall not be such as will cause the Company to infringe any patent, registered design or copyright, trademark or rights of confidentiality in execution of the Buyer's order and the Buyer will indemnify the Company against any damages and costs awarded for any such infringement.

16. INTERPRETATION

Any contract to which these conditions apply shall be construed and take effect in all respects in accordance with English law.

17. Nothing in these conditions shall affect the statutory rights of consumers.

18. The Term "Buyer" shall include any customers of the Company.

NOTE OF CAUTION

BUYERS ARE RECOMMENDED TO TAKE THE USUAL PRECAUTIONS IN HANDLING SURFACE COATINGS AND CHEMICALS OF THIS TYPE IN RESPECT OF ADEQUATE VENTILATION, AVOIDANCE OF EXCESSIVE CONTACT WITH THE SKIN AND TO OBSERVE THE LOCAL REGULATIONS REGARDING THE USE OF HIGHLY INFLAMMABLE MATERIALS, IF APPLICABLE IN VIEW OF THIS THE COMPANY CANNOT ACCEPT LIABILITY WHATSOEVER, HOWSOEVER ARISING AS A RESULT OF THE MIS-USE WHETHER NEGLIGENT OR NOT OF THE COMPANY'S PRODUCTS BY THE BUYER. RECOMMENDATIONS DO NOT OVER-RIDE THE BASIC OBLIGATION OF THE USER TO SATISFY THEMSELVES AT ALL TIMES AS TO SUITABILITY BECAUSE OF THE WIDELY VARYING ENVIRONMENTAL CONDITIONS, THE STANDARDS OF APPLICATION AND THE CHANGES IN TECHNOLOGY WHICH ALTER THE PROPERTIES OF THE MATERIAL, WITH WHICH THE PRODUCTS ARE EXPECTED TO PERFORM.