

SHORE LAMINATES LIMITED

CONDITIONS OF SALE

- 1. DEFINITIONS**

For the purpose of the undernoted Conditions, the following definitions shall apply.

 - (a) "The Company" means **Shore Laminates Ltd.**
 - (b) "The Buyer" means the customer buying the goods or services.
- 2. QUOTATIONS**
 - (a) Quotations are based on current prices unless stated in writing.
 - (b) In the event of transport costs and/or wages and/or cost of materials being increased the Company reserves the right to increase the prices accordingly.
 - (c) Any quotations given by the Company shall lapse unless an order is accepted in writing by the Company within 30 days from the date of Quotation (unless otherwise stated in writing).
- 3. OTHER CONDITIONS OF BUYER**

These conditions of Sale shall override any terms or conditions stipulated, incorporated or referred to in the Buyer's order form or other similar document and may only be varied or added to with the express approval in writing of the Company

Acceptance in writing by the Company of the Buyer's order or acceptance by the Buyer of delivery of the goods (whichever is the earlier) shall be deemed to constitute unqualified acceptance of these conditions and the Contract shall be deemed to come into existence, subject to these conditions, on such acceptance.
- 4. PAYMENTS**
 - (a) Unless otherwise agreed in writing, payment must be made in full as stated on front page. Time of payment shall be of the essence of all Contracts.
 - (b) If the Buyer fails to make timeous payment in accordance herewith, the Company may either suspend all further deliveries of the goods whether under the Contract or otherwise until payment is made in full or, at its option, treat the Contract as repudiated.
- 5. DELIVERY**
 - (a) Prices quoted are for delivery in the UK Mainland or Ex Works as stated by the Company.
 - (b) If the Buyer instructs the Company to deliver by any means other than its usual mode of transport, the extra cost of delivery will be charged to the Buyer.
 - (c) The Company will not be liable for non-delivery unless a written claim is received by the Company and by the Carrier within 7 days from the date of invoice and / or Advice Note of the Company, time being of the essence.
 - (d) All the goods shall be unloaded promptly at the delivery point by the Buyer and the Company will not be held responsible for any damage sustained thereby. Clear and reasonable access to the delivery point must be provided by the Buyer. The Buyer shall inspect the goods immediately on arrival at its premises. All claims in respect of any damage to or shortage in the goods delivered must be made in writing to the Company and to the Carrier within 3 days of the date of delivery and the giving of such notice of claim shall be a material term in determining the Company's liability hereunder. Goods may only be returned to the Company at its request. In such an event the Company's records shall, in the event of a dispute, be conclusive and binding on all parties. If the Buyer fails to give notice of claim as aforesaid, the goods shall be deemed to be in all respects in accordance with and conform to Contract, and the Buyer shall be bound to accept and pay for the goods accordingly.
- 6. SUSPENSION OF DELIVERIES**
 - (a) The Company may suspend or withhold deliveries if and whenever the production of the goods or the performance of the Contract is prevented or interfered with, hindered, lessened, delayed or rendered commercially impracticable either directly or indirectly through circumstances beyond the Company's reasonable control (including without prejudice to the foregoing generally, strikes, lock-outs, boycotts, war (declared, threatened or expected) military operation, insurrections, riot, civil commotion, fire, accidents, mechanical breakdowns, delays in transit, inability, difficulty or delay in procuring or shortages in fuel, power, raw materials, plant or labour, statutory or other legal prohibitions, restrictions or requirements, acts, regulations, orders or requisitions by any permission to export or import). No such suspension or withholding of deliveries shall entitle the Buyer to cancel any order or instalment thereof or refuse delivery when deliveries are resumed.
 - (b) The Company's obligations hereunder are subject to any conditions relating to delivery contained in its Contracts with its suppliers and if as a result thereof the Company should not have sufficient goods to satisfy its obligations to all its customers the Company may apportion its deliveries as it thinks fit.
 - (c) In the event of the Buyer being entitled to make any claim against the Company in respect of any goods agreed to be sold, the Company's liability will not in any circumstances exceed the net invoice price of the defective goods.
- 7. GUARANTEE**

Any goods supplied by the Company which prove faulty through materials or workmanship during a normal period of thirty days from date of delivery will be replaced free of charge. Any variation to the period of Guarantee in respect of a particular product will be shown on the Quotation. This undertaking is given by the Company in lieu of all conditions, guarantees or warranties of every kind whether expressed or implied by law or otherwise, which are hereby expressly excluded. The Company's liability (whether in contract or in tort or otherwise) arising out of the contract will not exceed the net invoice price of the defective goods.
- 8. RISK:**

The goods shall be and become the risk of the Buyer upon delivery hereof to the Buyer or his Agent or (in the case of deliveries ex-works) to a Carrier for transmission to the Buyer or to his order. Goods returned by the Buyer to the Company's premises except where the goods have been returned at the request of the Company, in which case they will be at risk of the Company from the actual time of receipt. Goods returned by the Company in transit or in store because of delay on the part of the Buyer to accept delivery on the due date shall be at risk of the Buyer. The Company reserves the right to make storage charges payable by the Buyer and/or to increase the prices to those, ruling at the time of actual delivery of such goods.
- 9. LIEN:**

The Company shall be entitled to a general lien on all property of the Buyer in the Company's possession for any sum or sums whatsoever owing to the Company by the Buyer and the Company shall have the right to offset any sum or sums owing to it from the Buyer against any sums owing to the Buyer from the Company. The Buyer shall not be entitled to withhold or set off payment for goods delivered for any reason whatsoever.
- 10. ALTERATION**

Any alteration to an order varying or adding to the specification shall be to the Buyer's account.
- 11. CONDITION PRECEDENT**

It is a precedent to any liability on the Company's part that:

 - (a) All materials shall be kept in a dry place, raised from the ground and properly stacked flat at all times.
 - (b) Materials shall not be installed in buildings, which have not adequately dried out.
 - (c) No materials shall be subject to excessive conditions of extreme heat and humidity such as may be brought about by certain internal heating installations.
- 12. MODELS:**

Notwithstanding that a sample or model may have been submitted or exhibited such sample or model will be deemed to have been so submitted or exhibited solely to give the Buyer an idea of the type or class of goods and shall not cause the contract (if any) to be a contract of sale by sample. Descriptive matter weights, dimensions submitted and the descriptions and illustrations contained in the Company's catalogues, pamphlets, price lists and other advertising matter are approximate and by way of identification only and are intended merely to present general idea of goods described therein and shall not constitute a sale of description.
- 13. RETENTION TO TITLE:**
 - (a) The Goods shall be at the Buyer's risk as from delivery.
 - (b) In spite of delivery having been made the property in the Goods shall not pass from the Company until:
 - (i) the Buyer has paid the Contract Price in full; and
 - (ii) no other sums whatever are due from the Buyer to the Company.
 - (c) Until property in the Goods passes to the Buyer in accordance with clause [b] the Buyer shall hold the goods on a fiduciary basis as bailee for the Company.
 - (d) The Company shall be entitled to recover the Contract Price notwithstanding that property in the Goods has not passed from the Company.
 - (e) Until such time as property in the Goods passes from the Company to the Buyer the Company shall be entitled to retake possession of the Goods upon the happening of any of the events specified in clause [f].
 - (f) For the purpose of any repossession pursuant to clause [e], the Company or its agent shall be entitled to enter upon any relevant land where the Goods are situated with such transport as may be necessary, sever the Goods from the land (where applicable) and remove the Goods. All costs incurred by the Company or its agent shall be borne by the Buyer.
 - (g) The specified events for the purposes of clause [e] above are as follows:
 - (i) The Buyer fails to pay the Contract Price or any other sum to the Company when it is due and payable;
 - (ii) The Buyer is unable to pay its debts (as defined by section 123, sections 222 to 224 or section 268 of the Insolvency Act 1986 or any re-enactment or amendment thereof);
 - (iii) A bankruptcy order is made against the Buyer or a liquidator or trustee is appointed on any portion of the Buyer's estate or effects;
 - (iv) The Buyer convenes any meeting of creditors or makes an arrangement or proposal for a voluntary arrangement or compounds with its creditors;
 - (v) The Buyer has a receiver appointed over it or any of its assets or (being a company) passes a resolution for its winding up or files any application for the appointment of an administrator or has a petition for the winding up of the Buyer presented or an application for the appointment of an administrator is filed or made or an administrative receiver, receiver and manager, administrator, provisional liquidator or liquidator appointed in respect of the Buyer;
 - (h) The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Buyer does so all sums whatever owing by the Buyer to the Company shall forthwith become due and payable.
 - (i) The Buyer shall insure the Goods and keep them insured to the full amount of the Contract Price against "all risks" to the satisfaction of the Company until the date that the property in the Goods passes from the Company, and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Buyer fails to do so all sums whatever owing by the Buyer to the Company shall forthwith become due and payable."

These Terms and Conditions will apply to all work undertaken by the Company. Where the Company is engaged as a Sub-Contractor on a project, it is prepared to enter into standard forms of Sub-Contract un-amended. Unless specifically agreed otherwise in the un-amended Sub-Contract documentation, all of these Terms and Conditions will apply. Should any of the above Terms and Conditions be specifically altered by the Sub-Contract, all other Terms and Conditions will remain in force.
- 14. TERMINATION**

Either party shall have the right at any time by notice in writing to the other party to terminate any contract to which these conditions apply with immediate effect:

 - (a) If the other party shall commit a breach of any provision of these conditions.
 - (b) If the other party shall enter into liquidation whether voluntary or otherwise (other than for the purpose of reconstruction or amalgamation).