

## TERMS OF CONTRACT

### TERMS

Unless expressly agreed by us in writing a quotation shall not constitute an offer to contract. If the proposed purchaser to whom such quotations submitted agrees to it with or without variation such agreement shall constitute an offer by the purchaser to contract on the terms so agreed. The offer may be accepted by us in our absolute discretion within 14 days of the date upon which it is made and only upon receipt, by the purchaser, of a typewritten sales order acknowledgement form on the Company's letterhead shall the contract be created. Any errors or omissions on the sales order acknowledgement form must be notified to the Company within one working day of receipt. Orders are only accepted subject to satisfactory references being provided.

Prices quoted are at rates current at the time of quotation and unless agreed otherwise will be subject to fluctuations on a basis to be determined by us.

Changes in quantity may result in an increase in unit prices with possible delays in delivery. We reserve the right to manufacture in economic loads.

Should the proposed purchaser have a credit account opened with us then payment is to be made in full without deductions strictly within 30 days of the invoice date. However should the purchaser's overall credit limit which covers all contracts be exceeded because of unpaid invoices and/or Work in progress then payment is immediately due.

Also the Company can at any time at its sole discretion and without notice lower a credit limit or withdraw a credit facility completely which could result in payment becoming immediately due. Payment by the due date by the purchaser is a fundamental part of any contract. Should payment be late the company reserves the right to take any action it fit including ceasing to work on any or all contracts without notice. The Company will not be responsible for any costs, delays or other results of any such action. If payment is not received by the due date interest will be charged by a rate of 3% per month or part thereof. The charging of 3% interest should not be construed as the Company offering alternative payments terms. Should payment be late on any invoice then payment of all invoices on all contracts is immediately due.

Should the proposed purchaser not have a credit account opened with us then payment terms are to be negotiated on an individual basis.

In the case where the manufacture of goods for a contract takes longer than week we reserve the right to raise interim invoices which are to be settled strictly in accordance with our payment terms even if said invoices relate to incomplete items and / or working progress.

No discount for cash shall be given unless agreed by us in writing and unless payment has been made in accordance with the terms of such agreement.

#### DELIVERY

Delivery has not been included unless stated.

When delivery has been included the purchaser or contractor shall be responsible for unloading and our liability for damage by mishandling weather, humidity or otherwise shall cease upon delivery as aforesaid. If for any reason the purchaser does not accept delivery for of the goods on the day agreed he shall be liable to us for storage charges and for any additional handling and transport charges reasonably incurred by us. We shall not be liable for damages howsoever arising caused by delivery by us. When the purchaser is unable or unwilling to accept delivery then delivery will be deemed to have been made for payment purposes.

#### TAXES

Value Added Tax when applicable will show and charged separately on our invoices. Value Added Tax is not included in our quotations unless specifically requested and set out thereon.

#### INSTALLATION

We shall not be liable for any resultant loss, however caused, Dimensional errors in materials supplied by us shall be limited to the invoice value of such materials and such liability shall altogether cease if no claim is made in respect thereof within 3 months of delivery. We shall have the option to replace or repair such materials within a reasonable time in lieu of paying the invoice value. Our liability as aforesaid shall in any case arise only upon the terms and conditions of our guarantee hereunder.

#### OTHER TERMS AND CONDITIONS

Mann McGowan Installations Ltd only supplies products on the terms and conditions set out on this sheet. Where purchasers issue printed order forms, embodying special conditions, these will only be applicable where not at variance with our conditions

Whatsoever shall apply unless these have the prior written agreement of the Company.

#### ORDERS

No responsibility for inaccuracies in transmission will be taken for any orders given verbally or by telephone.

Orders placed with us cannot be modified or cancelled without our agreement. Materials and labour and other costs involved in any modifications or cancellations will be charged to customers.

#### PRIMING

No priming, preservation, sealing, painting, glazing, fitting or hardware has been included unless clearly specified to the contrary. If required the percentage quoted for priming etc. will be added to the gross cost of the joinery ordered to be supplied primed or otherwise treated.

#### INSPECTION

All goods supplied by us shall be inspected by the purchaser immediately on receipt and he shall furnish to the vendors particulars of any objections or claims for damages in writing, within 3 days of the delivery, failing which he shall have no remedy against the vendors in respect of the goods delivered.

#### SITE DIMENSIONS & PURPOSE MADE JOINERY

If it necessary for our representative to take sizes on site this must be agreed at time the order is placed. It is the purchaser's responsibility to agree the dimensions on site. Any quoted delivery period will date from the date the order is received or from such later date at which full and final details are agreed. The Company will not be held responsible for any subsequent changes to an order or details result in delay. In any case any delivery period quoted by the Company is indicative only and should not be relied upon by the purchaser unless reconfirmed by the Company in writing after the receipt of full and final details. Whole products are manufactured to the purchaser's designs and specification, no guarantee is given or implied of their suitability for the purpose for which they are used. The Company will not be held responsible for insuring any goods supplied comply with Planning Permissions, Building regulations or any other statutory obligations unless they specifically agree in writing to do so. We strongly recommend the use of multi-point lock espagnolettes on all French doors to minimise the likelihood of twisting and to improve security.

#### PURPOSE MADE JOINERY

Manufacture is undertaken in accordance with the details and specifications supplied. It is the purchaser's responsibility to ensure that any such details are in accordance with the current Building regulations and to appropriate Local Authority.

#### GLASS

All glass supplied is subject to the manufacturer's specifications in respect of surface quality, edge condition, inclusions, dimensions, flatness and transmissions

#### QUARANTEE

The vendor will replace products which prove defective within one month from the date of delivery owing to faulty materials or workmanship provided that the following conditions are always complied with by the purchaser.

The joinery if delivered un-primed or not sealed (if hardwood) is treated with satisfactory primer or sealer immediately after delivery.

The joinery is stored in a dry place under cover and stacked in satisfactory level manner.

The joinery is carefully handled by the purchaser prior to fixing or hanging in position.

The joinery is not hung or fixed in a recently plastered room.

The complete painting or joinery should take place within one month of delivery to site.

In accordance with the general trade practice this guarantee does not include redwood doors.

Nor do we guarantee doors made customers specific requirements unless specifically agreed otherwise by the Company in writing.

This guarantee does not extend to doors or joinery that have swollen due to excessive adsorption of moisture on site, nor to any faults arising from misuse, damage or neglect on the part of the purchaser.