

General Terms and Conditions for the Sales of Goods and Services

The Customer shall ensure that its employees and other staff (including contractors and staff of the Customer's suppliers, service providers and agents) are aware of Alumasc's Privacy Notices at <http://www.alumasc.co.uk/privacy-policy/> and shall ensure that the Privacy Notice is read and understood by such employees and staff before their personal data is provided to Alumasc.

- 1.1** All orders are accepted subject to the following terms and conditions which shall form part of and govern the Contract of Sale.
- 1.2** In these conditions the seller means Timloc Building Products trading as an agent for Alumasc Building Products Limited and the buyer means the party to whom this document is addressed.
- 1.3** These terms and conditions apply in preference to and supersede any terms and conditions referred to or offered by the seller whether in negotiation or at any stage in the dealings between the seller and buyer with reference to the goods to which this contract relates. Without prejudice to the generality of the foregoing, the seller will not be bound by any standard or printed terms furnished by the buyer in any of its documents, unless the buyer specifically states in writing separately from such terms that it intends such terms to apply and the seller acknowledges such notification in writing.
- 1.4** Neither the buyer nor the seller shall be bound by any variation, waiver of, or addition to these conditions except as agreed by both parties in writing and signed on their behalf.

2. Quotations

- 2.1.** The placing of an order following the seller's quotation shall not be binding on the seller unless and until accepted by the seller in writing. An order accepted by the seller may only be cancelled or varied with the seller's consent; the giving of the seller's consent shall not in anyway prejudice the seller's right to recover from the buyer full compensation for any loss or expense arising from such cancellation or variation.
- 2.2.** Additions or alterations to orders, however made, shall not be binding on the seller until they have been confirmed by the seller in writing.

3. Prices

- 3.1.** The prices quoted are based on current conditions and are subject to adjustment on or after acceptance without notice. The goods will be invoiced at the price ruling on the date of despatch.
- 3.2.** The prices quoted are exclusive of Value Added Tax, unless otherwise specifically stated in the contract. Any variation to prices resulting from taxes or levies will be for the buyer's account.

4. Delivery

- 4.1.** Where goods are ordered by the buyer for delivery at his request:
 - i.** if a period is stated for delivery and such period is not extended by agreement in writing the buyer shall take delivery within that period.
 - ii.** if no period is stated for delivery, the buyer shall take delivery of the goods as soon as they are ready.

- iii. If the buyer does not take delivery of the goods within the period the buyer will reimburse the seller's storage and insurance costs. An invoice will be issued for the full amount of the goods plus storage costs on the last date on which delivery is due and shall be payable in accordance with the provisions of clause 11.1.
- 4.2.** in any other case:
- i. any time stated in respect of delivery is given in good faith but it is by way of estimation only and is not binding on the seller.
 - ii. time for delivery, whether expressly stated or not, shall not be or be deemed to be of the essence of the contract of sale.
- 4.3.** The seller will deliver the goods as near as possible to the delivery address as a safe hard road permits. The buyer shall provide at his own expense the labour for unloading and stacking. The buyer shall unload with utmost despatch. Damage caused to the goods due to inadequate site access or careless unloading shall be at the buyer's expense.
- 4.4.** The seller shall not be liable for any loss or damage whether direct or indirect or consequential (including loss of profit, loss of business, the depletion of goodwill or other economic loss), or in whatsoever way arising which is or might be occasioned to the buyer or to any purchaser from his or a customer's of his arising out of, or in any way due to any delay or default in delivery of any goods under the contract however caused .
- 4.5.** The seller shall be entitled to make partial delivery of the goods unless otherwise agreed in writing.
- 4.6.** In the case of partial delivery of the goods the buyer will not be entitled to treat the delivery of faulty goods in any one partial delivery or the late delivery of any partial delivery as a repudiation of the whole contract.
- 4.7.** By prior arrangement, the seller may accept the return of goods previously delivered to a buyer's branch. A credit note will be issued subject to conditions 4.7 (i) to (vi).
- i. The buyer must notify the seller of their intention to return the goods no later than three working days from the delivery date.
 - ii. Goods must be in their original saleable condition verified by, photographic evidence may be required.
 - iii. A re-stocking charge of 25% of the original order value will be payable by the buyer.
 - iv. The buyer is responsible for returning the goods, at their own expense, to the seller.
 - v. Goods delivered direct to a site operated by the buyer's customer cannot be returned.
 - vi. Made to order products cannot be returned.
- 4.8.** Orders of made to order products cannot be cancelled after the order acknowledgment has been sent by the seller.

5. Packing, Consignment and Carriage

- 5.1.** Unless otherwise stated in the contract the goods will be consigned by the method of transport chosen by the seller to the delivery address specified by the buyer for the consignment of the goods ('delivery address' or, where the delivery address is not within the United Kingdom, F.O.B. in a United Kingdom port).
- 5.2.** If packaging is marked 'returnable' it is not included in the price, but will be charged for unless returned within one month, carriage paid and in good condition to the seller's premises.

6. Transfer of Risk

- 6.1.** The goods shall be at the risk of the buyer as soon as they are delivered to the delivery address or where the delivery address is not within the United Kingdom immediately the goods are placed on board a ship unless otherwise agreed in writing.

7. Acceptance of Goods

- 7.1.** The buyer will be deemed to have accepted the goods unless he rejects them within three working days after their receipt at the delivery address.
- 7.2.** The seller shall have no liability for goods delivered in a damaged or defective condition or lost in transit or for shortages in delivery unless:
- a)** in the case of damage or defect or shortage of delivery, details are endorsed by the buyer on the carrier's delivery note or receipt and notice in writing giving full particulars of the damage or defect or shortage is received by the seller and the carrier within three working days after receipt of the goods at the delivery address.
 - b)** in the case of goods lost in transit, notice in writing, or by email to sales@timloc.co.uk, of the non-delivery is received by the seller and by the carrier within three working days after the date of the advice note or invoice (as the case may be) issued by the seller.
- 7.3.** If shortage of delivery does take place the buyer undertakes not to reject the goods but to accept the goods delivered as part performance of the contract.
- 7.4.** Subject to the buyer complying with Clauses 7.1 or 7.2 of the above (as the case may be) and subject to Clause 8 below, the seller shall replace or make good any goods rejected by the buyer or delivered in a damaged or defective condition or lost in transit (or in lieu thereof, at the option of the seller, shall allow credit to the buyer of the amount of the price of the goods lost or rejected or a proportionate amount thereof in the case of goods damaged) but the seller shall have no other liability whatsoever (other than liability for death or personal injury due to the seller's negligence) including consequential loss (including loss of profit, loss of business, the depletion of goodwill or other economic loss), in respect of goods rejected by the buyer or delivered in a damaged or defective condition or lost in transit. It shall be the duty of the buyer to insure against such consequential loss and to hold the seller harmless therefore.
- 7.5.** All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sales of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.
- 7.6.** The total amount of any liability under this contract shall be limited to the value of the contract.

8. Specifications

- 8.1.** Unless otherwise specifically stated in the contract all specifications and particulars of weights and dimensions stated in the contract and in the seller's sales literature are approximate only and where dimensions or weights are quoted in imperial measurements the seller reserves the right to supply any convenient metric equivalent or vice versa.
- 8.2.** Whilst every effort is made for these figures to be accurate, it must be understood that the specification of goods manufactured and supplied by the seller is subject to normal trade tolerances.

- 8.3.** The seller reserves the right to change the specification of any goods quoted in its sales literature at any time without notice.
- 8.4.** Whilst the seller takes every precaution in the preparation of its literature, these documents are for the buyer's general guidance only and the particulars contained therein shall not constitute representations by the seller and the seller shall not be bound thereby.

9. Design

- 9.1.** It is the buyer's responsibility to ensure that all necessary approvals have been granted before manufacture commences. The seller will assist in supplying drawings and calculations when requested to do so. No design work or calculations will be issued prior to the placing of a firm order or contract. An additional charge will be made for any design work or drawings required over and above those normally supplied by the seller. It is the buyer's responsibility to satisfy himself that the drawings, calculations and specifications are correct and that the goods are suitable and fit for purpose, as no responsibility for omissions or errors will be accepted by the seller after the buyer has approved details submitted. The placing of an order by the buyer shall be deemed to be acceptance and approval by the buyer of the details submitted. The seller's responsibility in any event is solely confined to its own manufactured components and does not extend to other products or components or overall structural or architectural considerations. Where Timloc products have been offered as "equal or approved" such products may have different features from those shown in original specifications and the purchase by the buyer of such Timloc products under these circumstances shall be deemed to be acceptance of this fact, and remain at the buyer's risk and responsibility.

10. Intellectual Property Rights

- 10.1.** The property and any copyright or other intellectual property rights in any documents or other materials, and any data or other information provided by the Seller relating to the Goods shall (unless otherwise agreed in writing between the Buyer and the Seller) at all times be and remain exclusively in the ownership of the Seller, subject only to a licence in favour of the Buyer to use such documents or materials for the purposes of receiving the Goods.

11. Payment

- 11.1.** Except where otherwise specifically agreed, payment must be made to the seller's address stated on his invoice not later than the last day of the month following the date of invoice.
- 11.2.** Where partial delivery is made the buyer shall be obliged to pay for each instalment separately, if the seller so requires by invoicing him.
- 11.3.** Time for payment is of the essence.
- 11.4.** If payment is not made on the due date the seller shall be entitled to:
- i.** charge interest on the outstanding amount at the rate of 4% above Lloyds Bank Plc base rate accruing daily;
 - ii.** require payment in advance of delivery of undelivered goods;
 - iii.** refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the buyer for non-delivery or any delay in delivery.
 - iv.** to terminate the contract.

v. to enforce the terms of Clauses 11.2 and 11.3

11.5. Unless otherwise agreed in writing by the seller the buyer shall not be entitled to exercise any right of set-off or counterclaim against monies owed to the seller for goods invoiced and delivered to him.

12. Ownership of Goods

12.1. Subject to the following clauses, the goods shall remain the seller's property until payment in full of the price, interest charges and all other monies due to the seller under this contract and all other contracts between the seller and the buyer, notwithstanding any processing of the same or incorporation of the same into a larger piece of equipment or structure.

12.2. The buyer shall be entitled to sell the goods in the ordinary course of business, provided that the proceeds of the sale shall be held in trust for the seller by the buyer until payment of all sums due to the seller by the buyer under this contract and all other contracts between the seller and buyer.

12.3. Should the buyer default in any payment when due the seller will be entitled to repossess all the goods held by the buyer which are still the seller's property (without prejudice to any other right or remedy arising out of such default in payment) and for this purpose the seller will be entitled to enter upon any land or buildings on or in which the goods may be situated and to remove the same. All costs incurred by the seller in repossessing the goods shall be borne by the buyer.

13. Patents

13.1. The buyer shall indemnify the seller against all damages penalties costs and expenses to which the seller may be liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letters patent or registered design.

14. Determination of Contract

14.1. If the buyer shall make default in or commit a breach of the contract or of any other of his obligations to the seller, or the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade, the seller shall have the right by written notice to the buyer to determine this and/or any other contract then subsisting between the buyer and the seller, and/or suspend further deliveries of goods under this and/or any other contract between the buyer and the seller. Such right shall be without prejudice to any other claim or right the seller may otherwise make to exercise.

15. Notices

15.1. Notices required to be given to the seller must be in writing and sent by first class post to the address stated on the front of this document. Notices required to be given to the buyer will be sent by first

class post to the address specified by the buyer for the consignment of the goods unless a different address is specified for this purpose by the buyer. Notices shall be deemed to have been delivered on the next business day after the day of posting. In proving service by first class post it shall only be necessary to prove that the notice was contained in an envelope which was duly addressed and posted in accordance with this clause.

16. Other Conditions

16.1. No liability will be accepted by the seller for any failure of, or delay in, performance which is due wholly or partially to restriction by Government or other competent authority, strikes, lock-outs, failure by suppliers to supply raw materials or bought in goods or components or to any other cause whatsoever outside the seller's reasonable control.

16.2. Any waiver by the seller of its rights hereunder in respect of breach by the buyer shall not affect the rights of the seller in the event of a subsequent breach by the buyer.

17. Law

17.1. These conditions and the contract shall be subject to and construed in accordance with English Law and the buyer is deemed to submit to the non-exclusive jurisdiction of the English Courts.