

# CONDITIONS OF SALE

## MILES ARCHITECTURAL IRONMONGERY LTD

### 1. DEFINITIONS

In these Conditions:-

- (i) "The Company" means MILES ARCHITECTURAL IRONMONGERY LTD
- (ii) "goods" means the articles equipment or goods to which this document relates and
- (iii) "the Buyer" means the purchaser of the Goods from the Company.

### GENERAL

2. All orders are accepted and all contracts are made subject to the following terms and conditions provided that any special conditions in any quotation or contract signed on behalf of the Company by a duly authorised employee shall prevail to the extent that they are inconsistent with the following terms and conditions.
3. If the Company's terms and conditions (whether special or general) shall be at variance or inconsistent with any printed conditions attached to the Buyer's order then the Company's terms and conditions shall prevail to the extent that they are inconsistent with the following terms and conditions.
4. A quotation of the Company does not constitute an offer by the Company to supply the goods and every acceptance of any quotation of the Company and every order by the Buyer in response to any quotation of the Company shall be deemed an offer by the Buyer to the Company and will not be binding on the Company until the Company has given written acknowledgement of its acceptance of such order.
5. A quotation shall be deemed to have been withdrawn unless an order in respect thereof is placed within the period specified in the quotation.

### PRICE

6. Except in respect of a quotation or acceptance of order where the price is expressly stated to be fixed for a specific delivery period, the Company reserves the right to alter its quotation or order prices in respect of the goods by reference to the price ruling at the date of despatch of the goods by any additional sum as may from time to time be necessary to cover increases in the costs of the materials and/or labour (or any other factor affecting the cost of production or delivery) which may occur between the date of conclusion of the contract and the date of the despatch.
7. Where in a quotation or acceptance of order a price is expressly stated to be fixed for a specific delivery period and for any reason (except where the same is due to the default of the Company) a supply is made under the quotation or order after the end of the said period, the Company reserves the right in respect of such supply to change the price ruling at the date of despatch of the goods in like manner as in Condition 6.

### DELIVERY

8. Where a quotation or acceptance of order specifies a delivery period but the Company is unable to complete delivery without further information or details from the Buyer and there is in the opinion of the Company a delay on the part of the Buyer in providing the information or details, then the Company may if it wishes give notice extending the delivery period and without prejudice to the Company's rights to vary its prices under Condition 6 hereof (and in the case of fixed price contracts) under Condition 7 hereof.
9. Any date or period set out herein for the delivery of the goods or any part of them shall not be of the essence of the contract and if the Company is prevented from delivering any goods at the time provided for delivery by reason of any cause outside its reasonable control (including but not so as to limit the generality of the foregoing fire, explosion, delay in supplies, plant breakdown, interference by labour strikes or lockouts or non-availability of transport or materials) then the date or period for delivery shall be extended by the duration of the occurrence. Provided always that if in any case the delaying factor or factors shall have operated for six weeks or more and shall still be operating the Buyer may give written notice to the Company to terminate the contract in respect of those goods which still remain to be delivered under the contract.

### TERMS OF PAYMENT

10. All goods supplied shall be paid for within 30 days from the end of the calendar month in which they are invoiced by the Company. If any discount is offered by the Company then the same shall be deductible only if the goods are paid for within the said 30 days and on no account shall discount be deductible from value added tax.
11. Non compliance with the Company's terms of payment shall constitute default without reminder. In case of default the Company may charge interest at the rate of 1 1/4 per cent per month from the date upon which the payment falls due. In the event that the Buyer shall fail to fulfil the terms of payment in respect of any notice the Company may in its sole discretion demand payment of all outstanding balances whether due or not and/or cancel all outstanding orders and/or decline to make further deliveries except upon receipt of cash or satisfactory security. Except where the laws relating to bankruptcy and liquidation provide otherwise the Buyer shall not be entitled to withhold or set off payment for goods delivered by virtue of any debt claim or allegation other than a valid claim made in respect of those goods under Condition 12 (a) or (b) below.

### WARRANTIES AND CLAIMS

- 12 (a) The Buyer should satisfy himself by testing samples or otherwise of the fitness for his purpose of all goods ordered and will be deemed and conclusively presumed to have done so. If goods delivered differ materially from their description or from samples supplied or are by reason of faulty material workmanship or packing unmerchantable then the Company undertakes to replace such goods or (at the option of the Company) to refund the purchase price or a fair proportion thereof. This undertaking by the Company is subject to and conditional upon the following provisions:-
    - (i) Claims in respect of faults readily discernible on a reasonable examination of the goods shall be made as soon as such faults are reasonably capable of discovery but in any event within three months of the delivery of the goods.
    - (ii) Claims in respect of other faults including faults not discernible until the goods have been taken into use or otherwise dealt with shall be made as soon as the fault is reasonably discernible but in any event within six months of the delivery of the goods to the Buyer.
    - (iii) All claims must be made in writing.
    - (iv) The Buyer must afford to the Company the opportunity to examine any goods which are the subject of a claim before the goods have been further used or otherwise dealt with.
    - (v) The Company will not be liable for any damage to or deterioration of the goods which may occur after delivery whether the same may occur due to unsuitable storage conditions or to abuse or to any other cause whatsoever.
    - (vi) Goods in respect of which any claim is made under this Condition shall be returned to the Company carriage paid for inspection or (if return is not practicable) alternatively the Company will inspect the goods or procure the same to be inspected in situ. In the event that the Buyer's claim shall be upheld the Company undertakes to reimburse the Buyer with the cost of any such carriage but if the Buyer's claim shall not be upheld then the Company reserves the right to charge the Buyer for all or part of the labour travelling carriage and other dues involved.
    - (vii) Subject to Condition 20 (b) the undertaking of the Company to make a replacement or refund shall be the absolute limit of the Company's liability to the Buyer in respect of any such claim. The undertaking is in substitution for any condition or warranty (except as to title) implied by statute common law or otherwise in respect of the goods.
  - (b) The Company warrants that any survey advice representation or forecast given on the part of the Company from anything said or written in discussions or negotiations between the Company and the Buyer or their respective agents prior to the making of the contract is given in good faith and after due consideration of the facts before the Company but the Company shall be under no legal liability whether in contract negligence or howsoever in respect thereof to the Buyer or any other person except to the extent to which there is a breach of this warranty.
- 13 (a) No claim for short delivery of goods or damage to goods in transit can be entertained unless either (where this is possible) a receipt is given to the carrier detailing the shortage or damage at the time of delivery or alternatively notification of the shortage or damage is made to the Company within seven days from the delivery of the goods by the carrier.
  - (b) No claim for non delivery of goods can be entertained unless the Company is notified within seven Days from the date of its invoice.

### BUYER'S DESIGN

14. Where goods are ordered in accordance with the designs drawings and specifications or samples furnished by the Buyer, or are ordered in accordance with the Buyer's general requirements and are approved by the Buyer, the Buyer shall indemnify the Company against all liability or alleged liability in respect of any patents registered trade marks or any other rights of third parties arising out of the manufacture sale or use of such goods and against all claims demands proceedings damages costs and expenses arising in respect of such liability or alleged liability.

### BUYER'S CANCELLATION OR ALTERATION OF ORDERS

- 15 (a) The Buyer shall not be entitled to cancel the contract or any part thereof without lawful cause except on such terms as to indemnify to the Company (including loss of profit) as the Company may have prior to such cancellation agreed in writing. The Company is not bound to agree to any such cancellation and may complete the contract notwithstanding any such purported cancellation by the Buyer.
- (b) No variation of a term of the contract (unless specifically authorised by these Conditions) shall bind either party unless such variation is made in writing signed by a party to be bound.

### PASSING OF RISK

16. The risk in the goods shall pass to the Buyer when the Company delivers the goods in accordance with the terms hereof to the Buyer or other person to whom the Company has been authorised by the Buyer to deliver the goods whether expressly or by implication and the Company shall not be liable for the safety of the goods thereafter and accordingly the Buyer should insure the goods thereafter against such risks as may be commercially prudent.

### CARRIAGE

- 17 (a) All prices stated or referred to in the Company's quotation or in the Company's acceptance of order do not include any carriage or packing charges which (except as mentioned in paragraph (b) hereof) shall be paid for by the Buyer.
- (b) The Company shall pay the cost of carriage and packing on all orders for goods to the net value of over 300. which are to be delivered in the United Kingdom except where any order or part of any order is despatched on the specific instructions of the buyer in a particular manner and in which case the Buyer will pay the costs of the carriage and/or packing as the case may be.

### RESERVATION OF PROPERTY AND RIGHT OF DISPOSAL

- 18 (a) Until payment by the Buyer in full of the price and any other moneys payable to the Company in respect of all goods agreed to be sold by the Company to the Buyer:-
  - (i) The Property in the goods shall remain in the Company;
  - (ii) The Buyer shall hold the goods as bailee for the Company and shall so store and protect them so that they shall at all times be identifiable as goods of the Company;
  - (iii) The Buyer shall insure the goods against all normal commercial risks to their full replacement value with an insurance company of repute and the Company shall be entitled to inspect and take copies of such policy and of the premium receipts for it;
  - (iv) The Buyer shall be deemed not to have paid the Company for the goods in the possession of the Company at any time unless the Buyer can prove that payment has been received by the Company;
  - (v) At any time prior to the payment in full of the price and other moneys payable to the Company in respect of the goods the Company or its agents may enter the premises of the Buyer and take possession of any goods in which the property remains in the Company and remove and dispose of them as the Company thinks fit. The Company shall apply the proceeds of disposal (after deduction of all expenses) in discharge of the amount unpaid by the Buyer.

### BREACH

- 19 If the Buyer:-
  - (a) makes defaults in or commits any breach of any of its obligations (including as to payment of price) to the Company hereunder or
  - (b) is involved in any legal proceedings in which solvency is a question or
  - (c) is a company and any meeting is convened or resolution is passed or petition is presented (otherwise than for reconstruction or amalgamation) to wind it up or a receiver is appointed or
  - (d) ceases or threatens to cease to carry on trade then in any such case the Company shall immediately become entitled (without prejudice to its other claims and rights under the contract) to suspend further performance of the contract for such time not exceeding six months as it shall in its absolute discretion think fit or (whether or not notice of such suspension shall have been given) to treat the contract as wrongfully repudiated by the Buyer and forthwith terminate the contract.

### LIMITATION OF LIABILITY

- 20 (a) Subject to the provisions of paragraph (b) of this Condition it is expressly stipulated that in the event of any claim on any ground being made by the Buyer against the Company in respect of the goods or any matter arising from or in connection to the contract relating thereto the liability of the Company shall be limited (in respect of each claim or series of connected claims) to the invoice value of the goods and under no circumstances shall the Company be under any further liability to the Buyer whether for loss of profit or for any other direct or consequential loss howsoever arising.
- (b) Notwithstanding any provisions herein contained nothing in these Conditions shall operate or be construed as operating to exclude or restrict any liability of the Company for death or personal injury resulting from the negligence of the Company.

### WAIVER

21. No failure, forbearance, delay or indulgence by the Company in enforcing its rights shall prejudice or restrict such rights and no waiver of any such rights or any breach of any contractual term shall be deemed to be a waiver of any other right or of any later breach.

### GOVERNING LAW

22. All contracts shall be governed by English Law. In the event of any dispute whether of interpretation or otherwise or as to the liability either of the Company or the Buyer arising out of the sale use or operation or failure to operate of the goods or of any part thereof, the same shall be determined by the English courts of law to whose jurisdiction the Company and the Buyer hereby submit.

### NOTICES

23. Any notice to be given by either party to the other shall be in writing and any notice or other document may be served either by delivering it by hand or sending it by post or telex, in the case of the Company to the address of the Company appearing in the Company's quotation and in the case of the Buyer to the address of the Buyer appearing in the Company's quotation or such other address as the Buyer may from time to time have communicated to the Company in writing for the service of notices upon it. Service by delivery by hand shall be deemed to be effected upon delivery to relevant address, service by post (two days) following the date of posting and service by telex upon the transmission of the relevant communication and the receipt by the transmitting telex machine of the appropriate answer back code.

### PREVIOUS CONDITIONS

24. These Conditions supersede all previous UK conditions of sale of the Company.

### CONSTRUCTION

- 25 (a) If at any time one or more of the above Conditions becomes in whole or in part invalid illegal or unenforceable in any respect under any law, the validity legality and enforceability of the remaining provisions thereof and of the other Conditions herein shall not in any way be affected or impaired thereby.
- (b) The sub-headings of these Conditions are not to be regarded as part thereof.