

ACHESON & GLOVER - STANDARD TERMS AND CONDITIONS OF TRADING

1. INTERPRETATION

- (i) In these conditions:
 - "Applicant" means the person or company who applies for credit facilities.
 - "Company" means Acheson & Glover Limited whose registered office is at 127 Crievehill Road, Fivemiletown, Co. Tyrone.
 - "Customer" means the person or company who places an order for the purchase of Goods from the Company.
 - "Goods" means any product normally sold by the Company.
 - "Contract" refers to any contract or subcontract for the supply, delivery and fitting or erection of Goods
- (ii) No variation to these conditions shall be binding unless agreed in writing by a Director of the Company.
Any typographical, clerical or other error or omission in any sales literature, quotation, invoice or any other document issued by the Company shall be subject to correction without any liability on the part of the Company.
- (iii) In certain circumstances these standard terms and conditions may be supplemented by additional written terms and conditions in respect of Goods or work of a specialist nature.

2. SAMPLES, DRAWINGS, SPECIFICATIONS

- (i) Any sample or sales literature provided to the Customer by the Company or any of its agents is intended only as an indication of the quality, colour, size and finish of the product, and the Company will not accept liability for any deviation in the Goods supplied arising from factors outside its control.
- (ii) The Company shall not be under any obligation to check or verify the accuracy or adequacy of any plans or specifications supplied by the Customer or his agent, and the Customer shall be liable for any loss arising directly or indirectly from any error omission inaccuracy or fault in such plans or specifications. Where Goods are manufactured based on customers designs and specifications, no guarantee is given or implied as to the suitability for the purpose for which they are used.

3. ORDERS AND CANCELLATIONS

- (i) All orders for Goods which the Company deems to be 'Specials' must be received in writing before production can commence.
- (ii) No order which has been accepted by the Company shall be amended or cancelled by the Customer except with the written agreement of the Company. Failing such written agreement, the Customer shall be responsible for the costs of any amendment and in the case of cancellation shall be responsible for all costs damages expenses and loss of profits incurred by the Company.
- (iii) Goods sold ex stock are subject to availability at time of sale.
- (iv) The Company will be under no liability to accept the return of any goods ordered by the Customer and delivered correctly and in good faith.

4. PRICES AND QUOTATIONS

- (i) Unless otherwise stated, prices quoted are based on costs current at time of quotation and will remain effective for a period of 30 days. The Company reserves the right to charge all subsequent increases up to the date of delivery without notice.
- (ii) Quotations are based upon production capacity being available and upon mutual agreement of a programme of supply at the time of order. Failure of the Customer to meet the obligations of this programme may cause disruption and the Company reserves the right to charge any additional costs arising therefrom.

5. DELIVERY

- (i) Goods will be delivered by the Company if specifically requested at time of order or may be collected by the Customer.
- (ii) Where Goods are to be delivered, the Customer must ensure adequate access to the specified destination. The Company will take all reasonable care in the delivery and unloading of Goods, but will not be responsible for damage to roadways, pipes, sewers, manholes or bridges caused by the combined weight of the delivery vehicle and its load.
- (iii) The delivery vehicle driver will have the final decision on the unloading point having regard to Health and Safety regulations.
- (iv) The Company reserves the right to make a charge for delays, part-load deliveries, handling fee for goods returned or waiting time at the place of delivery arising from factors outside the Company's control.
- (v) At the time of order, the Company may give an indication of the date and time of delivery, but will not be responsible for any delays howsoever caused.

6. TERMS OF PAYMENT

- (i) Unless agreed otherwise in writing, payment is due in full within 30 days of date of invoice.
- (ii) The Company reserves the right to charge interest at the rate of 2% per month on overdue accounts.
- (iii) In the case of 'Specials' or certain contracts, the Company may insist on a deposit prior to commencement of work, the amount to be agreed in writing in advance.
- (iv) Failure to make payment in full by the due date may result in suspension of the supply of Goods on credit, and may in certain cases give rise to legal action for recovery of all amounts outstanding.
- (v) Retention may only be held where a written Standard Form of Subcontract has been agreed and completed by both parties.

7. RISK AND PROPERTY

- (i) Risk of damage to or loss of the Goods shall pass to the Customer:
 - (a) in the case of Goods collected by the Customer, at the time the Customer or his agent signs a delivery receipt; or
 - (b) in the case of Goods delivered by the Company, at the time of delivery.
- (ii) Notwithstanding passing of risk in the Goods, the title in the Goods shall not pass to the Customer until the Company has been paid in full for the Goods.
- (iii) Until title in the goods passes to the Customer, the Customer shall hold the proceeds of sale of the goods upon trust for the Company in a separate bank account and shall at all times be identified as the Company's money.
- (iv) The Company shall be entitled to recover the price of the goods including VAT notwithstanding that the title in the goods has not passed to the Customer.
- (v) Until such times as title in the goods passes from the Company, the Customer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the seller. If the Customer fails to do so, the Company may enter upon any premises owned occupied or controlled by the Customer where the goods are situated and repossess the goods.
- (vi) The Customer shall not pledge or 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 Customer does so all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

8. WARRANTIES AND LIABILITY

- (i) Subject to the conditions set out below, the Company warrants that the Goods will correspond with any specification provided of the Goods and will be free from defects in material or workmanship.
- (ii) The Company shall be under no liability under the above warranty:
 - (a) in respect of any defects arising from any drawing, design or specification supplied by the Customer;
 - (b) in respect of any defect arising from normal wear and tear, wilful damage, negligence, installation or erection by the Customer;
 - (c) if the Goods have not been paid for in full.
- (iii) War, fire, tempest, strikes, accidents, breakdowns, or any other circumstances beyond its control shall relieve the Company of all liability for loss, damage, injury or delay arising in connection therewith.
- (iv) Liability for defective Goods or workmanship shall be limited to the replacement value of those Goods or workmanship. No liability will be accepted for any consequential loss.
- (v) Any claim regarding the product quality, colour, texture or any other apparent defect must be made before the product is installed or incorporated into the finished works.

9. GENERAL

- (i) By acceptance of these conditions, the Applicant agrees that in processing an application for credit facilities, the Company may search the files of a credit reference agency, which will keep a record of that search.
- (ii) If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.