

IKON Aluminium Systems LTD

Terms and Conditions

1. Definitions

- i) In these conditions, 'the Seller' shall mean IKON Aluminium Systems Ltd, 'the Buyer' shall mean the person firm or company to whom any quotation is addressed or with whom any contract is made.
- ii) The Seller only accepts orders on the basis of these terms, and where applicable the Special Conditions of the quotation which together supersede all representations, negotiations and orders and constitute the entire agreement between the parties to the exclusion of all other terms, conditions and warranties whatsoever and whether appearing in the Buyer's order form or otherwise.
- iii) No condition in any order form or despatch note shall bind the Seller without its written agreement.

2. Quotations

- i) The Buyer shall always obtain a written quotation from the Seller.
- ii) Quotations remain firm (subject to paragraph below) for 30 days from their date unless stated otherwise on the quotation. The Seller may withdraw a quotation at any time before the Buyer accepts.
- iii) The Seller reserves the right to change all prices without prior notice, until an order has become binding on the Seller.
- iv) After an order has become binding on the Seller, all prices are subject to fluctuations to reflect variation in labour, materials and transport.
- v) Unless otherwise specified, all quotations are exclusive of Value Added Tax.

3. Acceptance

- i) No order for the Seller's goods (whether pursuant to a quotation by the Seller or otherwise) is binding on the Seller until acknowledged in writing by the Buyer.
- ii) Acceptance of the delivery of goods or services (or part thereof) from the Seller shall be conclusive proof that the Buyer has accepted these terms and conditions as being the only ones affecting any contract between the Buyer and the Seller.

4. Delivery

- i) The Seller makes every reasonable effort to meet delivery times stipulated in the quotation or otherwise agreed in writing by the Seller, but sometimes, through circumstances beyond the Seller's control may be unable to meet these times. Delivery times and dates should be used as an estimate only.
- ii) Consequently, the Seller will not be liable for any loss or damage (including consequential losses) caused to the Buyer, which arise through late delivery.
- iii) A carriage charge will be made where the Seller delivers goods, and all prices are ex-works unless otherwise stated.

iv) If the Buyer declines to accept delivery during normal working hours, then the Seller shall be entitled to make a reasonable charge for storage. If successful delivery arrangements have not been made within 3 months after the scheduled delivery date the Seller will be entitled to sell or otherwise dispose of the goods without further notice to the Buyer.

5. Warranty

i) Unless the Seller has been asked to specifically confirm that its goods or services are fit for the Buyer's particular purpose or purposes then the Seller gives no warranty nor will it be the term of this contract that the Seller's goods and services will be fit for any particular purpose or purposes.

6. Payment

i) Unless otherwise agreed in writing by the Seller, payment shall become due on the last day of the month following the month of invoice. Buyers who do not have approved accounts with the Seller shall pay cash on delivery or against proforma invoice.

ii) No debit notes will be accepted by the Seller, unless agreed in writing and the goods have been returned to the Seller.

iii) Where payment is not made by the due date, the Seller may hold delivery or cancel orders received by the Buyer and charge interest on any overdue payment at the rate of 2% over the current base rate of National Westminster Bank Plc. Interest shall be charged from the date on which payment was due until payment is made. For the purpose of these Terms, payment means receipt of value to the Seller's account enabling the Seller to deal freely with the amount received.

iv) Payment is due in the currency of the Seller's invoice.

7. Claims

i) Unless the Seller receives from the Buyer written notice of a claim for wrong delivery or damage to or loss of goods within 7 days of the date of delivery, then the lack of such notice will be conclusively deemed to show unqualified acceptance of the goods as being delivered fully in accordance with the Delivery Note. In the case of successive or instalment deliveries, the claim must be made within 3 days or else subsequent deliveries shall be made to the same standard.

ii) Any claim by the Buyer for damage in transit shall be notified both to the carrier and to the Seller in writing by the Buyer otherwise than on the carrier's documents within 3 days of delivery to which the claim relates. The Buyer shall not receipt the carrier in good condition if there is evidence of injury to packing, but shall give a receipt according to the facts which its own examination reveals.

8. Liability

i) Save for any liability for death or injury resulting from proven negligence on the part of the Seller, the Seller's liability shall in no circumstances exceed the net invoiced cost of the goods supplied, and in no circumstances will the Seller be liable for any consequential loss of any nature.

ii) The Seller accepts no responsibility for sites and foundations or for any frameworks or support for machinery or for compliance with Statutory Regulations or Local Regulations or Bye-Laws or for the fulfilment of any special requirements binding on the Buyer. The Buyer is responsible for the proper adaptation of the Seller's design to the Buyer's own circumstance.

9. Risk

- i) The risk in the goods shall pass to the Buyer on delivery, but the title in the goods shall pass to the Buyer only when payment has been received in full by the Seller for all goods whatever supplied at any time.
- ii) The Buyer agrees that the Seller may, for the purpose of recovery of its goods enter upon the premises of the Buyer, or where they are reasonably thought to be stored, with such persons and transport as may be necessary to repossess such goods.
- iii) Until such time as the Buyer becomes the owner of the goods the Buyer shall store the goods separately from his own goods and clearly identify the goods as being the property of the seller.

10. Cancellation

- i) The Seller may immediately cancel this contract as to any future deliveries if the customer fails to comply with any of its obligations hereunder or becomes bankrupt or makes an assignment, agreement or composition with its creditors, or suffers distress or process of execution to be levied on its property, or has a Receiver appointed for all or parts of its undertaking or assets or goes into liquidation (except for the purpose of reconstruction or amalgamation).
- ii) The Seller reserves similar rights of cancellation if it appears provable or likely to the Seller that any of the above events will occur.
- iii) The Seller expressly reserves the right to suspend or terminate this Contract as to future deliveries where payment is not made by the due date notwithstanding that the Buyer has paid interest pursuant to 6 iii) above.

11. General Limitation

- i) Except to the extent rendered void or unenforceable under any enactment, any liability of the Seller arising under these Terms shall be limited to direct loss suffered by the customer and shall not extend to any consequential losses whatsoever and howsoever arising.

12. Proper Law

- i) The agreement between the Seller and the Buyer shall be governed by and construed according to the laws of England which shall be the proper law.