DOORSET Technologies

TERMS AND CONDITIONS OF TRADE
Effective Date: 20th November 2026

Terms and Conditions of Trade

These Terms & Conditions apply to every supply of Goods and/or Services by Doorset Technologies Ltd.

1 DEFINITIONS

A) In these Terms & Conditions (unless otherwise required);

B) "The Company" means Doorset Technologies Ltd, and any trading style such as Doorset Technologies or DTL under which the company trades, a company incorporated in England and Wales, Number 17490651, registered at The Precinct, Millbank House, 1 Finsbury Square, London EC2A 1AE and also (where the context so permits) its assigns and any sub-contractor for the said Company.

C) "Goods" means the products, articles, or items or components thereof and associated items or any of them described in the Contract.

D) "Services" means the services (if any) to be provided to the Buyer by the Company pursuant to the Contract.

E) "The Buyer" means the person firm or company with whom the Contract is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person, firm or company.

F) "Company's Premises" means the premises mentioned in the Company quotation or other contractual document in respect of the Goods or if not so mentioned means the Company's premises specified as such in the Contract.

G) "Buyer's Premises" means the premises specified as such in the Contract.

H) "The Contract" means these Terms & Conditions of Trade, the Company's acknowledgement of the Buyer's order for the Goods and/or Services and such order and if there shall be any inconsistency between the documents comprising the Contract they shall have precedence in the order herein listed.

I) Words in the singular shall include the plural and vice versa.

J) Reference to any gender shall include the others.

K) References to legal persons shall include natural persons and vice versa.

2 GENERAL

These Terms & Conditions shall be deemed to be incorporated in the Contract and in the case of any inconsistency with any order, letter or form of contract sent by the Buyer to the Company or any other communication between the Buyer and the Company whatever may be their respective dates the provision of these Terms & Conditions shall prevail unless expressly varied in writing and signed by an authorised signatory of the Company. Any concession made or latitude allowed by the Company to the Buyer shall not affect the strict rights of the Company under the Contract. If in any particular case any of these Terms & Conditions shall be held to be invalid or shall not apply to the Contract the other Terms & Conditions shall continue in full force and effect.

These Terms & Conditions are intended for business customers. Where the Buyer is a consumer, nothing in these Terms & Conditions shall affect the Buyer's statutory rights.

3 ORDER

A) All orders must be in writing and must be accompanied by sufficient information to enable the Company to proceed without delay with the execution of the order. Notwithstanding that the Company may have given a detailed quotation, no order shall be binding on the Company unless and until it has been accepted in writing by the Company.

B) It is the Buyer's responsibility to check that the Company's written acceptance of the order is correct. Any discrepancy between the Buyer's order and the Company's acceptance must be notified to the Company in writing within seven (7) days of the date of such acceptance. In the absence of such notification the Company shall be entitled to supply goods in accordance with the acceptance, and the Buyer shall be obliged to pay the agreed contract price therefore.

C) Although additions by the Buyer to an order are welcomed, they will be treated as a new order, and should not be regarded by the Buyer as necessarily being on the same Terms & Conditions as the main order, unless expressly stated to be so by the Company in writing.

D) The Company reserves the right to refuse to make any modifications to an order once it has been accepted. If, in its absolute discretion, the Company agrees to the Buyer's request for modifications, the Company may impose additional charges to be notified in writing to the Buyer.

E) The Company will deliver the Goods ordered by the Buyer, to the address provided by the Buyer at the time of the order.

F) Delivery will be made as soon as practicable after the order is accepted. The Company may at the time of order provide the Buyer with an indicative lead time. However since each order is made to the Buyer's specification, and the Company may have to order materials for that specific order, the Company cannot guarantee delivery lead times. Accordingly any delivery lead time quoted will be indicative only and time will not be of the essence of this Contract. The Company will not be liable for any loss or damage suffered by the Buyer through delay in delivery.

G) The Company's obligations to supply goods and services depend on (Buyer obligations):

i) that the Buyer has provided the documents, approvals and releases required and has given full details of the relevant specifications;

ii) that an agreement has been reached on all details relating to the order;

iii) that all order amendments requested by the Buyer have been formally confirmed by the Company in writing;

iv) that the Company has received any contractually agreed advance payment.

H) Nothing contained in the foregoing paragraph shall affect the Company's rights accruing from the Buyer's failure to fulfil, or delay in fulfilling, these primary duties.

4 SPECIFICATION CHANGES

The Company reserves the right to make any alteration to the specification or design of any Goods without notice and deliver Goods conforming to the altered specification or design in fulfilment of any order for Goods provided that the Goods delivered are suitable for general use or for such specific purpose of which the Buyer has given written notice to the Company.

5 PRICES

Unless otherwise agreed by the Company in writing:

A) The price payable for Goods and/or Services shall be the quoted price of the Company contained in the Company's final quotation made in writing to the Buyer.

B) The Company's prices are subject to variation to take account of variations in wages, materials and other costs since the date of the order. The Company accordingly reserves the right to adjust the invoice by the amount of any increase or decrease in such costs after the prices are quoted and the invoice so adjusted shall be payable as if it were the original contract price. Unless previously withdrawn the Company's quotations and tenders shall remain valid for the period stated therein or if no period is stated for 30 days from their date. If the Buyer shall request any variation in the quantity the price may be varied accordingly and take into account variations in the following factors:

i) wages, materials and transport costs.

ii) where Goods are imported any foreign currency exchange difference or special taxes or charges imposed by any government.

iii) increased costs resulting from the prohibition or other actions of any government.

iv) implementing any request by the Buyer for expedited despatch or changes in delivery, schedules, completion dates, quantities, design and specifications.

v) delays caused by instruction of the Buyer or by failure of the Buyer to give adequate instructions or information.

C) The price quoted as payable for the Goods and/or Services is based upon the manufacture of the Goods and/or Services being carried out during the Company's normal working hours (which are 8.00am to 5.00pm Monday to Friday), not overtime. If overtime is required, this will be worked at a rate to be notified in advance to the Buyer in writing. Unless otherwise specified, prices quoted include carriage. Where the quoted price does not include carriage the Company shall determine the route and method of carriage and any special requirements of the Buyer, which shall be subject to an additional charge.

D) The Company may charge the Buyer an extra sum for any site visits and abortive or excessive revision of schedules prepared. Unless otherwise specified, prices quoted include the Company's and/or its supplier's standard non-returnable packaging. It is the Buyer's responsibility to dispose of all packaging after delivery. The packaging provided is for delivery purposes only and will only be used as site protection at the Buyer's discretion.

E) The Company's quotations, estimates and tenders are invitations to the Buyer to make an offer to enter into contract with the Company on the terms set out herein.

F) All prices are exclusive of Value Added Tax, which, where applicable, will be charged at the appropriate rate.

6 ADDITIONAL COSTS

A) The Buyer agrees to pay for any loss or extra cost incurred by the Company through the Buyer's instruction or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants, agents or employees.

B) The Company reserves the right to make an additional charge for any extras ordered by the Buyer and not specified in the quotation and also for the expense of all inspections, tests, alterations or additions or any other work undertaken at the Buyer's request. In particular but without prejudice to the generality of the foregoing, the Company may impose a charge for inspecting and/or testing Goods and/or Services alleged by the Buyer to be defective, or not in compliance with their contractual description, if the Company determines that the Goods and/or Services are not defective and/or do comply with their contractual description and/or any defects are not the responsibility of the Company under the terms of the Contract.

7 CREDIT TERMS

A) The provision of a credit facility is a matter for the unfettered discretion of the Company, as is the amount of credit extended. Should a credit facility be offered, it is on the condition that it may be reduced or cancelled without prior notice. On withdrawal of a credit facility, all amounts owing thereunder shall become immediately payable to the Company. Credit Terms where granted shall apply only so long as the amount outstanding on this or any other contract between the Company and the Buyer does not exceed the Buyer's credit limit. Should the credit limit be exceeded, or if it would be exceeded by further deliveries, payment before delivery will be required.

B) Credit facilities will not be approved for orders of a price less than £5,000 (excluding VAT) except where a current trading account exists. Without prejudice to the Company's rights to refuse or withdraw any credit facility or alter the amount of credit extended without notice, credit shall be extended for 30 days from date of delivery or commencement of vesting agreement and the time within which the Buyer is to pay for the Goods shall be of the essence of the Contract.

C) If credit repayment is overdue on this or any other Contract between the Company and the Buyer, then the Company may refuse to supply any further goods or services to the Buyer under any Contract that it may have with the Buyer, without liability to the Company. The Buyer shall be liable for any loss, damage or expense arising out of any withdrawal or reduction of credit or refusal to supply further goods and services in accordance with this clause, including any loss, damage or expense suffered by the Company thereby.

8 PATENTS

The Buyer shall indemnify the Company against all costs, claims, losses and damages incurred by the Company or for which it may be liable due to or arising out of any infringement or alleged infringement of patents, trademarks, copyright, design right or other intellectual property right occasioned by the manufacture or sale of the Goods and/or the performance of the Services if made or carried out to the specification or special requirement of the Buyer.

9 INTELLECTUAL PROPERTY

Unless otherwise agreed by the Company in writing, the Buyer hereby acknowledges that all intellectual property rights pertaining to any specification, details and drawings prepared by the Company in conjunction with any quotation or acceptance of an order, and any subsequent data specifically provided for the Buyer belong exclusively to the Company and shall remain its exclusive property.

10 FREE ISSUE MATERIALS

The Company accepts no responsibility, whether by reason of breach of contract, duty or in tort or otherwise, for loss or damage to free issue material or components supplied to it. Such material or components are not insured by the Company, and the Buyer should therefore arrange for adequate insurance cover.

11 TERMS OF PAYMENT

A) Unless otherwise agreed by the Company in writing, and subject always to the credit provision of Clause 7 hereof, payment for the Goods and/or Services shall be paid in full not later than the date of the invoice save payment shall become due in any event forthwith upon the occurrence of any of the events referred to in Clause 25 hereof.

B) If the Goods are delivered in instalments and/or Services are provided on discrete occasions the Company shall be entitled to invoice each instalment as and when delivery thereof has been made or performance thereof has been effected and payment shall be due in respect of each instalment whereof delivery has been made or whereof performance has been effected

notwithstanding non-delivery of other instalments or other default on the Company's part.

C) If upon the Terms applicable to any order the price shall be payable by instalments or if the Buyer has agreed to take specified quantities of Goods at specified times a default by the Buyer of the payment of any due instalment or the failure to give delivery instructions in respect of any quantity of Goods outstanding shall cause the whole of the balance of the price to become due forthwith and the Company shall be entitled to suspend work and further deliveries in respect of such order until payment has been made.

D) The price of the Goods and/or Services shall be due in full to the Company in accordance with the Terms of the Contract and the Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim.

E) The time of payment shall be of the essence of the Contract.

F) If not paid within the period then without prejudice to any other right of the Company, the Company may, in addition, charge interest and claim compensation on monies owed in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

G) Furthermore, without prejudice to the above the Company shall be entitled to recover from the Buyer all reasonable legal, administrative and other costs and expenses incurred in recovering overdue payments of the price of the Goods and/or Services.

H) The Company shall be entitled to withhold any further deliveries until payment is made for the Goods already delivered and the manufacturing period for such deliveries (if any) contained in any contract may exceed the extent to which payments are so withheld. The condition is without prejudice to the Company's right to deem the contract repudiated by any fundamental breach of contract by the Buyer (which expression shall include any failure to make payment within the payment terms agreed).

I) In the case of a contract providing call-off or delivery by instalments then each call-off or instalment shall be treated as a separate and distinct Contract. Default in payment for each delivery by instalment or call-off shall at the Company's option be deemed to be a breach of contract entitling the Company to rescind the whole unfulfilled Contract and to claim direct and consequential losses and damages.

12 DELIVERY

A) The period for delivery of the Goods or performance of the Services shall be the period stated in the Contract or (if not so stated) the period within which the Goods are intended to be dispatched from the Company's premises or the Services are intended to be provided (as the case may be) and shall be calculated from the time of the Company's acceptance of the Buyer's order or from the Company's receipt of all necessary information to enable the Company to manufacture or procure the manufacture of the Goods whichever shall be later and the Buyer shall take delivery of the goods, or accept performance of any Services within that period.

B) All times or dates given for delivery of the Goods or performance of Services are given in good faith but without any responsibility on the Company's part. Time of delivery or performance shall not be of the essence of the Contract or any other Contract nor shall the Company be under any liability for any delay beyond the Company's reasonable control. The Goods may be delivered by the Company in advance of the quoted delivery upon giving reasonable notice.

C) Unless otherwise stated in the quotation, the delivery method, vehicle type, and the time of day of deliveries shall be deemed to be at the choice of the Company, using methods that are the most commercially advantageous. Should the Buyer desire a greater number of deliveries, different vehicle types, or any other specific requirement, the Buyer agrees to pay the price that the Company invoices for these specific requirements.

D) Where the Goods are handed to a carrier for carriage to the Buyer or to a United Kingdom port for export any such carrier shall be deemed to be an agent of the Company and not of the Buyer for the purposes of sections 44, 45 and 46 of the Sale of Goods Act 1979.

E) The Buyer agrees that Section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.

F) The Buyer shall ensure that the agreed delivery site can be reached with reasonable ease by a normal delivery vehicle of the type and size of the Company's choice and shall provide the labour and facilities necessary to safely unload the Goods at the agreed delivery site. Damage occasioned due to the Buyer's failure to comply with this clause, or occasioned during the unloading of the Goods shall be the Buyer's responsibility.

G) Without prejudice to any other Terms & Conditions hereof no liability for non-delivery, loss or damage to the Goods occurring prior to delivery or for any claim that the Goods and/or Services are not in accordance with the Contract will attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for non-delivery, loss or damage with a copy to the carrier if the Company's own vehicles have not been used to deliver the goods):

i) within 48 hours of the delivery (or in the case of services within 48 hours of the completion of the services) for loss, damage or non-compliance with the Contract or;

ii) within ten (10) days of the date of the invoice for non-delivery.

H) In the event of a valid claim for non-delivery, loss, damage or non-compliance with the Contract the Company undertakes at its option either to reprocess or replace the Goods or re-perform the services at its expense but shall not be under any further or other liability to any person in connection with such non-delivery, loss, damage or non-compliance.

I) If the Buyer shall fail to give notice in accordance with Clause 12(G) above, the Goods and Services shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly.

J) If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Company may:

i) at its sole discretion without prejudice to its other rights store the Goods at the Buyer's risk and cost. The Company will take all reasonable steps to safeguard and insure these at the Buyer's cost provided that the Buyer shall be immediately informed thereof.

ii) apply the Company's Bill and Hold arrangements in accordance with Clause 13.

iii) impose an additional charge in respect of any later delivery required by the Buyer.

K) The Company shall have the right to make delivery by instalments of such quantities and at such intervals as it may decide and any express provision as to instalments in the Contract shall be in addition to and not in derogation of this right.

L) Without prejudice to any other provisions of these Terms & Conditions the Buyer shall not have the right to reject any item of the Goods if:

i) it asks the Company to repair the same or consents to the Company so doing or;

ii) it resells such item.

M) In the case of short delivery the delivery shall be accepted as part performance and shall not be deemed to be in breach of Contract.

N) This Contract is divisible. Each delivery made hereunder:

i) shall be deemed to arise from a separate Contract, and;

ii) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the Terms of

Payment provided for herein without reference to and notwithstanding any defect or default in the delivery of any other instalment.

13 BILL & HOLD

A) If the Buyer requests delayed delivery of their order the Company reserves the right to invoice for the Goods under a Bill and Hold arrangement. The Buyer will be required to sign the Company's Bill and Hold documentation. The Company will hold and insure the Goods at the Company's premises, or those of its supplier or storage provider, for a period of up to one (1) week post the original dispatch date at its cost. The Company reserves the right to charge for temporary storage thereafter.

B) If the Buyer requests that an order is delivered in part or by call-off, the Company may manufacture or procure the full order quantity in one batch and hold the balance in stock until call-off. The Company reserves the right to charge for the full order value under the Company's Bill and Hold arrangements.

14 DISPUTES AND SET-OFF

A) Any liability upon the Company is subject to the Terms of Payment and all other obligations upon the Buyer being strictly observed.

B) The Buyer shall not be entitled to withhold payment of any amount payable to the Company under the Contract or any other Contract because of any claim of the Buyer in respect of any alleged breach of the Contract or any other Contract.

15 PROCESSING AND INSTALLATION

A) The Company does not install Goods. Unless expressly stated otherwise in the Company's quotation, the Goods are supplied as cores, blanks, components or materials for processing, assembly and installation by the Buyer or others.

B) The Buyer shall be solely responsible for the processing, machining, assembly, glazing, finishing and installation of the Goods, and for ensuring that this work is carried out competently and in accordance with any technical data or written instructions issued by the Company, good industry practice, the relevant British and European Standards and the scope of any test evidence or assessment relied upon.

C) The Company shall not be responsible for any defect, failure or loss of performance resulting from the processing, assembly or installation of the Goods by the Buyer or any third party, or from the use of the Goods with components, hardware, seals, glazing or other products not specified or approved in writing by the Company.

16 RETURNS

Goods supplied in accordance with the contract cannot be returned without the Company's prior written authorisation. Duly authorised returns shall be sent to the Company's premises at the Buyer's expense.

17 CARRIAGE

A) Unless otherwise agreed by the Company in writing the Goods will be delivered to the Buyer's premises and the price of the Goods is inclusive of carriage, packing and insurance to the Buyer's premises.

B) Where the Buyer requests delivery of less than the minimum delivery quantity stated in the Company's quotation (or, where none is stated, less than a full pallet), including samples, the Company may impose additional delivery charges to be notified in writing to the Buyer.

C) Where the Buyer requests delivery in a manner other than that selected by the Company in Clause 17(A) above any difference in price shall be charged to the Buyer's account.

18 PASSING OF TITLE AND RISK

A) From the time of delivery the Goods shall be at the Buyer's risk who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing the Goods shall remain the Company's property until all payments (i.e. cleared funds) under the Contract and any other Contract between the Company and the Buyer have been made in full and unconditionally. Whilst the Company's ownership continues the Buyer shall keep the Goods separate and identifiable from all other Goods in its possession as bailee for the Company. Furthermore the Buyer shall store and handle the Goods in accordance with any verbal or written recommendations made to it by the Company.

B) In particular, but without prejudice to the generality of the foregoing, any Goods delivered and/or installed by the Company shall be treated as fittings and shall not be regarded as having been annexed to the property of the Buyer or any third party until all payments under the Contract and any other Contract between the Company and the Buyer have been made in full and unconditionally.

C) In the event of any resale by the Buyer of the Goods the Company's beneficial entitlement shall attach to the proceeds of the sale or other disposition thereof so that such proceeds or any claim therefor shall be assigned to the Company and until such assignment shall be held on trust in a separate identified account for the Company by the Buyer and such proceeds shall not be mingled with other monies or paid into any overdrawn bank account and shall at all times be identifiable as the Company's monies. The Buyer shall notify the Company of any such sub-sale and shall, if the Company so requires, assign to the Company all rights to payments thereunder within seven (7) days of the date of written notice of such requirement.

D) In the event of failure to pay the price in accordance with the Contract the Company shall have power to resell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to remove the Goods.

E) Pending payment of the full purchase price of the Goods the Buyer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by the Buyer in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. The policy shall bear an endorsement recording the Company's interest.

F) Until such time as the title in the Goods passes to the Buyer, the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored to repossess the Goods.

G) The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

19 CONDITIONS AND WARRANTIES

A) The Contract shall not constitute a sale by description or sample.

B) To the fullest extent permitted by law, and save as expressly stated in the Company's written quotation, order acknowledgement or technical data, any terms, conditions or warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the performance of the Services or as to the quality of the Goods or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to the Company) or as to the correspondence of the Goods with any description or sample are hereby expressly negated.

20 DEFECTIVE GOODS

A) In substitution for all rights which the Buyer would or might have but for these Terms & Conditions the Company undertakes in the case of Goods manufactured by the Company that if within three (3) months of delivery or from vesting on the Buyer's behalf of any item of the Goods a serious defect in materials or workmanship appears therein it will at its own discretion either credit to the Buyer in full the price paid by the Buyer to the Company for such item or repair it or supply a replacement thereof free of charge at the place of delivery specified by the Buyer for the original Goods provided that in any case they have been accepted and paid for.

B) In the case of Goods not manufactured by the Company the Company will pass on to the Buyer to the extent that it is able any benefits obtainable under any warranty given by the Company's supplier provided that the Goods have been accepted and paid for.

C) In order to exercise its rights under this Condition the Buyer shall inform the Company within seven (7) days of the date when such defect appeared or ought reasonably to have been discoverable and shall at the Company's written request return the defective Goods, carriage paid to the Company's premises.

D) Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents including in particular (but without prejudice to the generality of the foregoing) any failure by the Buyer to comply with any recommendations of the Company as to storage and handling of the Goods.

E) In particular, but without limitation to the generality of 20(D) above, the Company does not accept liability for:

i) defects attributable solely to the design or specification of the Buyer, or to component parts or materials supplied or selected by the Buyer, including unbalanced construction where the facings or layers applied to each face of the Goods differ in type, thickness or stress.

ii) warping, bowing or twisting of door leaves or panels made from the Goods where their dimensions exceed the maximum stated in the Company's technical data or quotation or otherwise confirmed in writing by the Company or, where no maximum has been stated, 2134mm x 914mm (7'0'' x 3'0'').

iii) damage to Goods stored, conditioned, processed or installed otherwise than in accordance with the Company's storage and handling guidance or, where none has been issued, otherwise than stored flat on a level, fully supported base, under cover in a dry, ventilated and enclosed building, and allowed to acclimatise to the conditions of intended use before processing; or exposed to excessive moisture, damp, heat, cold or dryness, unequal heating or cooling of the faces, or direct sunlight.

iv) damage to Goods used in external or exposed applications unless the Company has expressly confirmed in writing that they are suitable for such use, or where edges, apertures or cut-outs have not been adequately sealed before exposure.

v) damage to Goods caused by the Buyer's failure to seal or finish the faces and edges within a reasonable time after delivery or processing.

vi) any loss of fire, smoke or acoustic performance where the Goods have been processed, machined, assembled or glazed, or fitted with hardware, seals or other components, outside the scope of the test evidence, assessments or technical data provided or confirmed in writing by the Company. Unless the Company has expressly confirmed in writing a fire, smoke or acoustic performance for the Goods, no warranty is given as to such performance.

F) Where the Goods are for delivery by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept delivery thereof.

G) Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom Statute.

H) Claims for non-delivery shall be notified in accordance with Clause 12(G). No claim for non-delivery may be made where the Buyer, its agent or employee has signed an acceptance note or delivery note for the Goods.

I) Where the Goods are alleged to be defective, the Buyer shall hold those Goods available for inspection by an employee or agent of the Company (without obligation to the Company to do so) for a period of six (6) weeks from the point the Buyer notifies the Company of the alleged defect. The Buyer may not instruct or undertake the making good of any defects (if they intend to seek compensation to cover the costs incurred in making good the defect) without prior written agreement of the method and total aggregate cost by an authorised signatory of the Company.

J) The Company shall not be liable for labour costs incurred by the Buyer relating to the removal or reinstallation of any products that the Company agrees to replace. The Company shall also not be liable for the costs of down takings, reinstatement and/or redecoration works associated with the requirement to replace a defective product.

K) Where an alleged defect occurs and inspection of the product is requested by the Buyer or is advised to be necessary by the Company, the Company shall, at its sole discretion, request a purchase order from the Buyer to cover the costs associated with carrying out the inspection and report.

21 NON-DELIVERY OF GOODS

If by reason of the Buyer's default the Goods or any of them have not been taken up or delivered by any date specified for such taking up or delivery then the Buyer:

A) shall nevertheless pay the Company in accordance with these Terms & Conditions as if such Goods had been taken up or delivered; and

B) shall pay the Company reasonable rent for the period (if any) of storage by the Company of any of the Goods that have not been taken up or delivered. During the period of any storage of the Goods or any of them by the Company as contemplated by sub-clause (B) of this clause such Goods shall be at the risk of the Buyer.

22 BUYER'S DRAWINGS / DESIGN LIMITATION

The Company shall not be liable for imperfect work caused by any inaccuracies in any drawings, bills of quantities or specification supplied by the Buyer. Insofar as the Company is contractually required to contribute to the development of the design of any element of the contract/sub-contract works the Company's responsibility for such design is confined to any design work as described in the contract/sub-contract documentation. The Company does not accept responsibility for any element of the design work undertaken by third parties (other than the Company's servants, agents and contractors) or for considering or reviewing such design work for the purposes of establishing its adequacy or whether there exist deficiencies in the design.

23 BUILDING REGULATIONS

It will be the Buyer's sole responsibility to ensure that any Goods ordered comply with the building regulations and any other relevant legal provisions or statutory instruments in force from time to time, and the Buyer shall indemnify and hold the Company harmless and indemnified against any liability or adverse consequence of whatsoever nature as the Company may, at any time hereafter have to suffer or sustain as a result or in consequence of the Buyer's failure to accurately comply.

24 CONSEQUENTIAL LOSS

The Company shall not be liable for any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of Contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.

An offer by the Company to supply Goods is understood to obtain on a supply only basis, signifying thereby that the Company is not entering into any Contract whereby the Company is subject to penalty clauses pertaining to completion dates stipulated by the Terms of any Contract into which the Buyer has entered independently of the Contract between the Buyer and the Company. Accordingly the Company will not accept any unilaterally incurred charges on that basis.

25 DEFAULT OR INSOLVENCY OF BUYER

If the Buyer shall be in breach of any of its obligations under the Contract or if any distress or execution shall be levied on the Buyer's property or assets or if the Buyer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Buyer is a company) if any resolution or petition to wind up such company shall be passed or presented or if a receiver, administrative receiver or administrator of the whole or any part of such company's undertaking, property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every contract between the Company and the Buyer or may (without prejudice to the Company's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods until any defaults by the Buyer be remedied.

26 LIMITATION OF LIABILITY

The liability of the Company to the Buyer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the Goods and/or Services. Nothing in these Terms & Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be limited or excluded.

27 REPRESENTATION

No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the Company's agents or employees shall be construed to enlarge, vary or override in any way any of these Terms & Conditions.

28 NOTICES

Any written notification from the Buyer required hereunder must be sent by first class recorded delivery post to the Company's registered office, or by email to the address notified to the Buyer by the Company for that purpose, or to such other address as may be notified to the Buyer in writing from time to time.

29 FORCE MAJEURE

The Company shall be entitled to delay or cancel delivery or to reduce the amount of goods delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including (but not limited to) strikes, lock outs, accident, war, fire, pandemics or localised outbreak of serious illness, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw material from normal sources of supply.

30 TERMINATION AND SUSPENSION

The Company shall be entitled without prejudice to its other rights and remedies to:

A) terminate wholly or in part any or every contract between the Company and the Buyer;

B) suspend any further deliveries under any or every such Contract;

C) demand repayment for undelivered Goods, in any of the following events:

- i) if any sum owing to the Company under the Contract or any other Contract is unpaid after the due date;
- ii) if the Buyer refuses to take delivery of any Goods in breach of Contract;
- iii) if the Buyer fails to provide security for credit required by the Contract;
- iv) if the Company has bona fide doubts as to the Buyer's solvency or credit worthiness;
- v) if the Buyer is in breach of any Term of the Contract or has committed a breach of any other Contract between the Buyer and the Company.

31 CANCELLATION

Save as provided in Clauses 25 and 29 hereof Contracts may not be cancelled except by agreement in writing of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said cancellation.

32 SUB-CONTRACTING

The Company may assign the Contract with the Buyer or sub-contract the whole or any part thereof to any person, firm or company.

33 HEADINGS

The headings in these Terms & Conditions are intended for reference only and shall not affect their construction.

34 PROPER LAW

The Contract shall in all respects be governed by Scottish Law and shall be deemed to have been made in Scotland and the Buyer and the Company agree to submit to the non-exclusive jurisdiction of the Scottish Courts.