TERMS AND CONDITIONS OF BUSINESS VERSION 001 - **AYTON & MCKEOWN LTD**

The following terms and conditions (“Conditions”) apply to all contracts for the sale of products and provision of work by AYTON & MCKEOWN LTD (“the Company”). No additions or modifications to, or terms inconsistent with the Conditions will be valid unless expressly authorised in writing by a director of the Company.

# All prices quoted are exclusive of value added tax. Quotations are valid for a period of 30 days following the date of the quotation.

# The price is due and payable in full (without any deductions for retentions, set-offs, counterclaims or otherwise) within 30 days of the Company’s invoice. The customer will pay interest in accordance with statute on any late payments and will indemnify the Company in respect of any costs or expenses it incurs as a result of the customer failing to pay on the due date.

# The Company may, after a quotation has been accepted, increase its prices to reflect any increases exceeding 5% in the cost of raw materials.

# Brochures, catalogues, samples, particulars of products and dimensions and other advertising and descriptive materials are intended to be approximate only and do not form part of the contract. The Company may make minor alterations to the design, specification or construction of its products without the prior agreement of its customers.

# Dates for delivery of products and for commencement and completion of works are estimates only. The Company shall not be liable for any consequences of delays in delivery, commencement and completion of works. The Company shall not have any liability for any default in performance of its obligations caused by an event outside its reasonable control.

# The Company shall repair or replace products or work which is found to be defective due to faulty materials of workmanship within 6 months of the date of completion of the relevant work by the Company provided that:

## the products supplied by the Company or the work carried out by the Company have been operated under normal operating conditions, been subject to normal use and no work has been carried out to or in relation to them by persons other than the Company;

## the defect has not arisen from a design made, provided or specified by or on behalf of the customer;

## the defect does not arise as a result of the fitting of the product where that fitting was carried out by someone other than the Company;

## the Company has received payment in full from the customer for all amounts due under the relevant contract; and

## in the case of glass, the defect has been reported to the Company within 30 days of the Company delivering the product or the customer pays the Company’s charges in respect of labour and other materials for carrying out the glass replacement.

# Except as provided in Condition 6, no warranty, express or implied, is given by the Company as to the products or the work.

# Nothing in these Conditions shall exclude or limit the liability of the Company for death or personal injury resulting from the negligence of the Company or those for whose actions it is responsible but subject to that:

## the Company shall not be liable for any loss of profit, loss of income, loss of goodwill or reputation, failure to make anticipated savings or for any indirect or consequential loss;

## the maximum liability of the Company in respect of any contract shall not exceed the amount received by the Company in payment for the price of the products and the work.

# The Company may terminate all or any of its contracts with a customer, or suspend any further work on all or any such contracts, if that customer:

## is in breach of any contract with the Company;

## becomes insolvent (whether by bankruptcy, receivership, administration, liquidation, voluntary arrangement or otherwise) or the Company reasonably anticipates any such insolvency.

# The customer shall indemnify the Company and its staff, sub-contractors and agents, in respect of any accident, damage or loss to them or their property whilst they are on the customer’s site.

# Risk in all products shall pass to the customer on delivery but notwithstanding this the property in the products shall not pass to the customer until the Company has received in cleared funds full payment of the price and all other sums due in respect of the products sold and work undertaken in respect of this contract and all other contracts and arrangements between the Company and the customer. Until such time as property in the products has passed to the customer under these Conditions, the Company may take back possession of the products and the customer grants the Company licence to enter the premises where the products are located for the purpose of taking them back into the possession of the Company.

# No claim in respect of damage, shortage or faulty supply will be allowed unless notification in writing of it is given by the customer to the Company within 3 days of delivery, 30 days notification from delivery / installation will be allowed for any defects within / on any glass units supplied.

# It is the responsibility of the customer, not the Company, to ensure compliance with all relevant regulations, laws and codes of practice.

# All materials collected for powder coating must be checked by the supplier’s driver against the collection note. Any missing or damaged items must be reported by the supplier’s driver to the Company before leaving the Company’s premises. Any missing or damaged materials upon return will be the responsibility of the powder coater who will be required to reimburse and indemnify the Company for the cost.