

Ali-Clad By TWN Ltd Standard Terms & Conditions of Sale

Page 1 of 2

Ali-Clad By TWN Ltd Terms and Conditions

In these General Conditions Ali-Clad By TWN Ltd is referred to as "The Company", the individual or legal entity whom the Company is selling to as "The Purchaser". All Sales made, and all Orders accepted, are subject to the following conditions.

Variations of Conditions

No variations of these Terms & Conditions in any document of The Purchaser or any correspondence whether oral or written is applicable unless accepted in writing by The Company.

Prior to Order

The Company's employees or agents may from time to time provide advice or assistance in the site surveying of a Project Builder, with The Purchaser, Purchaser's Third Party Installer, Agents or Employees. The Purchaser always assumes final and absolute responsibility for all dimensions and quantities by signing the Factory Order Confirmation.

Order Acceptance

Checking of The Company's Order Confirmation for Quantities, Handing, Opening Directions, Styles, Model Type (Inc. Fire Egress), Dimensions, Glass Type (Inc Toughened, Laminate & Obscure), Handles, Locking Systems, Sills, Surface Treatment, Colour, Restrictors and Glazing Bars is the responsibility of The Purchaser, unless otherwise agreed in writing by The Company. Any variation of the order shall not be binding on The Company unless confirmed by an increase/decrease in the price as a consequence. Should The Company's Order Confirmation make any variation to The Purchaser's Order, such variation shall be deemed to be accepted by The Purchaser unless The Company is notified within 7 days of the Order Confirmation. Any date for delivery of the order named by The Company is approximate. The Company shall not be liable for any consequence of any delay and unless The Parties agree in writing, otherwise time shall not be of the essence of the Agreement.

Order Production – Timber

Stain finishes are a semi-translucent finish. Due to timber's natural variation in timber density, this can affect absorbency rates, which may result in some colour differences in individual timber components and a variation in finish. The Company is not held responsible for any such variations. Finger-jointed timber maybe used on longer profiles. Paint finishes are an opaque finish. The use of finger-jointed timber is permitted on this type of finish.

Terms of Payment Cash sales

If you do not have a Credit Account we will require 50% of the total cost of any Order when that Order is placed. The remaining 50% will be required to be paid 7 days before delivery.

Terms of Payment Credit sales

We are happy to offer a Credit Account subject a Credit Check and submission of Trade References. This will normally take 7 days to complete and should the facility offered fall below that required then we will ask for settlement before delivery of the Balance not covered by the agreed Credit Limit. To ensure there are no delays in delivery of your Order we ask that you notify us of any request to open a Credit Account at the earliest opportunity.

Payment

Credit Sales: Payment is to be made strictly to individual terms agreed. i.e. 30 days from date of delivery. Interest on late payments will be charged in accordance with the Commercial Debts (Interest) Act 1998. The property in the goods will not pass to The Purchaser until the whole price thereof has been received. If the delivery is delayed because The Purchaser is in breach of The Company's of Payment Terms, The Purchaser shall be liable for all storage and additional transport costs incurred.

Ali-Clad By TWN Ltd Standard Terms & Conditions of Sale cont'

Page 2 of 2

Cancellation

The Purchaser may not cancel orders to the Company for the supply of goods without prior written consent, unless otherwise agreed in writing by The Company. On the express condition that The Purchaser shall fully indemnify The Company against all loss, Damage, Claims or Actions arising out of such Cancellation.

Window and Door packaging

Goods have protective wrapping to ensure the goods reach The Customer in good condition. However, windows and doors are not individually packaged or wrapped. If requested this is subject to an additional charge.

Delivery and Off-loading

The Company will give reasonable notice of the intended Delivery Date. If The Purchaser fails to take delivery of the Goods on the date for delivery named by The Company, or its Agents, The Purchaser shall be liable for all storage and additional Transport Costs incurred, and such Goods shall be at the risk of Purchaser. The Purchaser shall provide all labour or machinery for unloading of Goods delivered, and The Company shall not be liable for any loss or damage suffered to the goods by The Purchaser, his Agents or Employees. Any claim for damage in transit must be noted on the Carrier's Delivery Documentation when receiving the Goods and reported to The Company as soon as possible, together with a copy of the Delivery Documentation noting the damage. No claim for shortage of delivery will be entertained unless this is reported within 3 working days in writing together with the Carriers Delivery Documentation signed, with legible name of Driver and Receiver.

Post Delivery

Goods alleged by The Purchaser to be defective in material or workmanship shall be notified within 14 days. Alleged defects shall not form the subject of any claim by The Purchaser of any nature for any loss, damage, or expense whatsoever, arising directly or indirectly from such defects, but such Goods, if accepted by The Company as defective, will at request of The Purchaser be repaired or replaced as originally ordered. Stored Goods should be covered, watertight and ventilated. Stored Goods left exposed to the elements will invalidate Warranty. Any installation or site surveying services referred by The Company are Independent Third Party Contractors. Those Services are explicitly not part of this Order. Any issues arising through any Third Party Installation, or Site Contractor Surveying are solely the responsibility of the Third Party and The Purchaser, regardless of whether they have been referred by The Company or not. For the avoidance of doubt The Company does not carry out installation work in its own right.

Warranty

Any Warranty attaching to Products supplied would only attach following payment in full. In no circumstances whatsoever shall The Company be liable to The Purchaser for loss or damage howsoever arising unless the Purchaser shall have followed The Company's and or The Manufacturer's Instructions (as the case may be) at all times.

Indemnity

The Purchaser shall indemnify The Company in respect of all damage or injury occurring to any person or property or any loss consequential thereon and against all actions suits, claims, demands, charges or expenses in connection therewith for which the subject Company may become liable in respect of the products the matter of this contract save in the event that such damage or injury shall have been occasioned by the negligence of The Company its Servants or Agents in the event of any clause (or part thereof) of these terms and conditions being held to be invalid in any way and thereby not binding on The Parties to the order, the remainder of the conditions shall remain binding, nonetheless.

English Law

The terms and conditions and the contract shall be subject to and construed in accordance with English Law and any such contract shall be deemed to have been made at Pulham Market in England.