

STANDARD TERMS AND CONDITIONS OF SALE - BY WEATHERFAST LTD

1) TERMS & CONDITIONS

These are the terms and conditions of any contract of sale made between the company and the customer and shall override any terms or conditions stipulated incorporated or referred to by customer in all circumstances apart from where agreed by both parties in writing and signed on their behalf. In the event of contradicting terms or conditions these terms and conditions will prevail.

2) QUOTATION.

(a) The quotation is valid for a period of 21 days from the date of issue.

(b) No binding contract shall be deemed to have been effected by the acceptance on the part of the customer of a quotation by the company until such acceptance has been confirmed in writing by the acknowledgement of the company.

3) PRICE.

The contract price shall be the price specified in the quotation and in addition value added tax at the rate current at the delivery date. The company reserves the right at any time to amend the contract price as a result of any variation in the cost of materials labour and manufacture. The contract price shall include only the cost of normal road transport.

4) PAYMENT

(a) Unless otherwise agreed in writing, the customer shall pay the company the total contract price on the last day of the month following the date of the invoice. If payment is not made by the customer at that date then the customer shall pay interest at the rate of 3% per month from the due date to payment of the unpaid balance.

(b) Interim Payment. The company may submit interim invoices during the course of the contract. If these are not paid by the customer within 14 days of the date of the interim invoice the company may suspend all or part of the work until they are settled in full.

Notwithstanding condition 4(a) the company shall without prejudice to its other rights have the right by notice to demand immediate payment of all monies due from the customer to the company for any goods delivered at any time.

(c) Credit terms are subject to the customer's credit status. An adverse change in a customer's credit status may lead to delay in the production and delivery of work where there is insufficient credit for us to continue. We will not be responsible for any costs that the customer occurs as the result of this.

5) STORAGE

Where goods are ready for delivery the company may at their discretion postpone delivery at the request of the customer provided that the customer pays the full price of the goods to the company forthwith. If delivery is postponed as aforesaid the company may store the goods at their own premises or elsewhere at the sole risk of the customer and all storage insurance and transport charges in respect thereof shall be paid by the customer.

6) SUB CONTRACT

The company reserves the right to sub contract all or any part of such work or services as it may at its discretion deem necessary.

7) TRADE TERMS

All goods must be checked by the customer upon delivery. Any damaged goods must be notified on the delivery note and the company must be notified immediately. It is the customer's responsibility to ensure that the delivery is checked. If you think that you will be unable to check the delivery, please notify us in writing prior to the delivery and we may, at our discretion, agree upon an extension. We cannot be held responsible for any damaged goods received that have not been brought to our attention. Claims for discrepancy in manufacture and shortages must be notified in writing within three days of the date of despatch. Invoicing errors must be notified in writing within 14 days of the date of invoice.

8) RISK & DELIVERY

Delivery of the goods shall be deemed to be made and the risk in the goods shall pass to the customer at the time that goods leave the company premises.

9) DELIVERY DATE

The company will endeavour to adhere to the delivery date quoted but as such delivery date is a business estimate only, quoted for information purposes, the company shall be under no liability for any delay in delivery or any consequences of such delay arising from any circumstances whatsoever.

10) FORCE MAJEURE

The Company shall be under no liability for any delay, loss or damage caused wholly or in part by Act of God, Governmental restriction condition or control or by reason of any act done pursuant to a trade dispute whether such dispute involves the Company's employees or not or by reason of any other act matter or thing beyond the reasonable control of the Company.

11) RESERVATIONS OF PROPRIETARY RIGHTS

(a) The goods shall remain the sole and absolute property of the company until such a time as the customer shall have paid to the company the agreed price together with the full price of any goods the subject of any other order with the company.

(b) Until payment is made as aforesaid the customer shall hold the goods as bailee of the company with the revocable authority of the company to make normal use of the goods in the ordinary course of business or to sell the same unused on behalf of the company and unless any such sale is effected the customer shall ensure that the goods are stored separately or otherwise clearly identifiable as the property of the company and if so required at any time by the company shall deliver up the goods to the company forthwith.

12) WARRANTIES

Any warranties provided by the company either directly or indirectly via one of the company's suppliers will become invalid should the customer fail to meet its obligations to pay for goods or services provided within a reasonable period of time.

12) IN THESE CONDITIONS

(a) The company means WeatherFAST Ltd.

(b) The customer means any person making an offer or placing an order or agreeing to purchase goods from the company.

These conditions and the contract between the company and the customer shall be subject to and constructed in accordance with English Law.