

LONSDALE METAL COMPANY LIMITED

PATENT GLAZING DIVISION

TERMS & CONDITIONS OF TENDER

1. **PREFACE**

In these conditions, the person or company who has placed an order with this Company is referred to as the “Customer”, which expression shall include any principle on whose behalf the person or company placing the order is acting as agent. The Customer’s order is accepted subject to these terms and conditions only, which shall override any terms or conditions stipulated by the Customer whether referred to or contained in his enquiry, order form or otherwise. The placing of an order with ourselves shall be deemed to be an acceptance of our terms and conditions. No variation to our terms and conditions shall be binding upon us unless accepted by us in writing.

2. **CUSTOMER’S CREDIT**

Estimates are only made subject to the Customer’s credit being approved by us, and on the understanding that the following provisions shall apply to all orders given and accepted by us.

3. **PERIOD OF TENDER**

Unless otherwise expressly stated, any estimate submitted is an indication of cost for the duration of 60 days from the date of the estimate.

4. **PAYMENT**

a) Payment shall become due on the last day of the month following that in which the goods are invoiced and will be STRICTLY NET. This condition shall apply to all deliveries whether the order is completed in one delivery or in a series of part deliveries.

b) Non Account Customers will be subject to payment in advance against pro-forma invoice.

5. **PROPERTY**

a) The risk in the goods passes to the Customer upon delivery, but equitable and beneficial ownership shall remain with the Company until payment has been received, (each order being considered as a whole) or until prior re-sale, in which case the Company’s beneficial entitlement shall attach to the proceeds of re-sale or to the claim for such proceeds.

b) Should the goods become constituents of, or be converted into other products while subject to the Company’s equitable and beneficial ownership, the Company shall have equitable and beneficial ownership in such other products as if they were solely and simply the goods, and accordingly sub-clause (a) shall, as far as appropriate, apply to such other products.

6. **EXECUTION OF ORDERS**

a) Any time or date for delivery named by us is as estimate only and we shall not be liable for the consequences of any delays due to strikes, lockouts, labour disturbances, shortages of materials, fire, break down of machinery, war, hostilities, Government order or any other cause beyond our control. We shall not accept any cancellation of orders by Customers unless the Customer undertakes to pay for all labour and materials expended upon the order up to the time of receipt of notice of cancellation.

b) In the matter of delivery, time shall never be of the essence of the contract

7. **REPRESENTATIONS**

Contracts shall be made only upon the basis of such representations as are contained in our quotations/estimates, and the Customer shall not be entitled to rely on any other representations, statements, or warranties whatsoever, unless specifically confirmed by us in writing for the individual Customer

8. **DRAWINGS**

All illustrations, drawings, etc., accompanying our quotations or contained in our catalogues, price lists or advertisements, must be approximate representations only and are not binding in detail, unless stated to be so in our quotation. All particulars of the goods offered by us are in good faith as being approximately correct, but small deviations therefrom shall not vitiate the contract or be made the basis of any claim against it.

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TERMS & CONDITIONS OF TENDER - CONTINUED

9. SUPPLY ONLY CLAUSE

- a) Where Patent Glazing is undertaken other than under the direct control of our staff, we cannot accept responsibility either for the standard of the erected structure or for the effectiveness of the glazing.
- b) It is the responsibility of the Customer, or his architect or engineer, to ensure the Company's products are used for suitable purposes and functions, and conform to Building and Local Authority Regulations. Should the Customer face a claim for improper/unsuitable use, this cannot be made the basis of any counter claim against the Company, or be used as a reason for non-payment.
- c) i) The accuracy of the measurements and dimensions when placing an order are the responsibility of the Customer, and if our quotation allows for the Company to carry out a site survey, the Customer must be present to agree the sizes. Provided the Company manufacture and supply the goods in accordance with the written instructions and/or approved drawings, its contractual obligations are fulfilled.
- ii) Any discrepancy resulting in the Company's goods not fitting the supporting structure members is the responsibility of the Customer, and will not be made the basis of any claim against the Company, or be used as reason for non-payment, providing the Company has manufactured the goods in accordance with sub-clause c) i) above.
- d) The Company's products shall be fixed in accordance with its instructions and recommendations, and comply with accepted Patent Glazing practices, as defined by B.S.5516: Code of Practice for the Design and Installation of Patent Glazing.

10. DEFECTIVE GOODS

Goods represented by the Customer to be defective shall not form the basis of any claim against the Company either for work done by the Customer, or for any loss, damages or expenses whatsoever incurred by the Customer arising directly or indirectly from such defects. If such goods are returned to us immediately and accepted by us as defective, they will be repaired/replaced free of charge provided the defects are notified to us in writing within 21 days of delivery. In the case of goods not of our manufacture, the Customer shall be entitled to such benefits only as we may receive under any conditions given to us in respect thereof.

11. LOSS OR DAMAGE IN TRANSIT

- a) This Company will not be under any liability to replace goods lost or damaged in transit unless the Company is notified of the loss/damage within **THREE working** days of delivery.
- b) Goods received in a damaged condition will be replaced free of charge provided they are returned immediately, at the Company's expense. The Company will arrange for these goods to be collected by the parcel carrier/Company vehicle. No further claim for damage will be entertained.

12. ARCHITECTURAL FINISHES

When the Company's goods are supplied with an anodised or polyester powder/Syntha Pulvin finish, the following conditions will apply:

- a) It is the responsibility of the Customer to ensure the architectural finish supplied is to the required standard before the goods are installed. Once the goods have been erected, the Company shall not be under any liability to meet excess costs incurred by the customer either in dismantling the goods or for any loss, damages or expenses whatsoever incurred by the customer arising directly or indirectly from such unsatisfactory finish.
- b) The liability of the Company for defective processing shall be limited to the cost of rectifying the work and then only if immediate notification of defective work is given to the Company by telephone, such notification to be confirmed in writing **within seven days from the date of delivery**. In all cases, the Company must be given the opportunity of inspection and opportunity to remedy any defects.
- c) Unless otherwise stated, the quality of finish will be such as to give reasonable commercial service under reasonable and normal conditions of service.

13. GENERAL

As part of its statutory obligation to foster its business relationships with customers, suppliers and others, the Company through its directors has established and contributes a share of its profits to a fund to the trustees, delegated managers or administrators of which the Company's customers, suppliers and others are welcome to write to seek a discretionary award. The fund is wholly independent of the Company and the unfettered exercise of discretion in respect of the award or non-award of monies is a matter wholly for the trustees of that fund. If you wish to contact the trustees you may do so at Griffin Trustees Ltd, Ground Floor, Abbott Building-B, Main Street, P.O. Box 2247, Road Town, Tortola, VG1110, British Virgin Islands.

14. VARIATION CLAUSE

The Company's estimate, which is not subject to costing, is based on current costs and is subject to confirmation at the time of order, thereafter the prices are subject to revision in the event of any further variation in the price of materials, wage rates or other costs which may occur prior to completion.