

## Conditions of order and sales

### 1. Definitions

"The Company" means Astor-Bannerman Group. "The Customer" means the person to whom the Company may agree to sell goods or services in accordance with the Company's conditions of sale or that person's agent. "Goods" means articles or things or any part or parts of them to be provided by the Company in accordance. "Services" means any work done by the Company on behalf of the customer

### 2. General

All orders are accepted and Goods or Services supplied subject to the following express terms & conditions (the Company's conditions of contract) and, to the extent that the exclusion or restriction of liability may be prohibited by statute, all other conditions, warranties and representations, express or implied and statutory or otherwise, except as to title, are hereby excluded. Any order placed by a Customer shall constitute an offer to contract up on these express terms and conditions, and no addition to or variation there from whether contained in the Customer's order or otherwise shall apply unless expressly agreed in writing by the Company

### 3. Orders

All orders are subject to acceptance by the Company and to the Company's ability to supply the Goods. Any prior confirmation by the Company shall be provisional. The Company reserves the right to charge a cancellation fee on any order that it has accepted and which is subsequently cancelled by the Customer. This fee may be up to 100% of the order value.

### 4. Quotations

The price of the Goods and Services provided shall be the price listed in the Company's written quotation (all errors and omissions excepted). This price shall remain valid for 90 days from the date of the quotation unless stated to the contrary in writing. In the event that there is no current written quotation the price shall be the price quoted in the Company's sales order (all errors and omissions excepted). If the Customer requires any further Goods or Services not stated in the Company's quotation or sales order as the case may be then the Company shall be entitled to charge for the provision such Goods and Services. If, in the opinion of the Company, any work undertaken requires Services extra to those included in the quotation or sales order then the Company reserves the right to charge for the extra Services

### 5. Prices

Catalogues, price lists and other advertising literature or material as used by the Company are intended only as an indication to price and range of Goods and Services offered and no prices or other particulars thereon shall be binding on the Company.

### 6. Passing of risk and property

- a. Risk in the Goods shall pass to the Customer on delivery
- b. Title in the Goods shall be the Company's until payment in full of all outstanding monies owed has been made by the Customer to the Company
- c. If payment in full is not made in accordance with the Company's conditions of contract, the Company may require the customer to return the Goods forthwith and if the requirement is not immediately complied with the Company may be entitled at any time and without notice to retake possession of the whole or any part of the Goods (and for that purpose to enter the premises occupied by the Customer) without prejudice to any other remedy that may be available to the Company.

### 7. Payment

Unless otherwise specifically negotiated and agreed, a deposit of 50% of the value of the goods must be paid before an order is accepted. The balance of monies owed for any order will be payable before supply of the Goods or Service to which the order relates. The Company may, at its discretion, offer the Customer credit terms. Credit terms shall not apply unless expressly agreed in writing by the Company. Under such terms all accounts are payable by the end of the calendar month following invoice date. All payments are applied against the oldest outstanding debt. In the event that the Company commences collection proceedings against the Customer, interest at the rate of 2.5% per calendar month or part of from the due date will be charged on all outstanding debts.

### 8. Despatch, service and installation

Any times for despatch, service or installation are to be treated as estimates only and without prejudice. All despatch times are quoted from receipt of full order, including all information necessary to process the order and, where applicable, a deposit. Carriage may be charged on all orders. In the event that the customer is not prepared to receive Goods when the Goods are ready for despatch, the Company reserves the right either to invoice for the goods and make a storage charge of 2.5% per month of the total order or to resell the goods elsewhere. Where the goods are installed by the Company, the Customer agrees to prepare the site for installation prior to the agreed installation date. In the event that the site is not ready the Company will make a charge to rectify or revisit the site.

### 9. Returns

All Goods are made to order. As such, the company does not accept returns, except for faulty Goods. It is the responsibility of the Customer to determine the fitness of Goods for the Customer's proposed purpose.

### 10. Severability

If and to the extent that any provision of the Company's conditions of contract is illegal, void or unenforceable for any reason, then such provision or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provision (as the case may be) all of which remain in full force and effect

### 11. Waiver

The waiver by the Company of any breach of any term hereunder shall not prevent the subsequent enforcement of that term, and shall not be deemed a waiver of any subsequent breach

### 12. Damages

In no event shall the Company be liable for indirect or consequential damages. The Company disclaims all liability to the Customer for any losses or damage whether as a result of negligence or other tortious act by the Company, its employees or agents, or through any other cause.

### 13. Assignment

Customer agrees not to assign or transfer this agreement or any of its rights herein without the prior written consent of the Company.

### 14. Receipt of Goods

The condition of all Goods should be checked at the time of delivery. All Goods must be signed for. Claims for shortages or damaged Goods must be marked on the carrier delivery note at the time of delivery, or marked "unchecked" on the carrier delivery note and made within 72 hours of delivery or they will not be entertained. Claims for Goods signed for as "In good condition" will not be entertained.

### 15. Guarantee

All Goods are fully guaranteed against manufacturing defect for twelve months from date of supply.

### 16. Customers Default

If the Customer shall make default in or commit any breach of its obligations to the Company or if the Customer being an individual (or when the Customer is a firm any partner in that firm) shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall propose to do so if in Scotland he shall be made insolvent or not our bankrupt or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate or a Trust deed shall be granted by him on behalf of his creditors or the Customer being incorporated body any resolution or petition to wind up its business will be passed or presented otherwise than for reconstruction or amalgamation or if a liquidator or receiver or manager of such corporate body or its undertaking property or assets if any part thereof shall be appointed or if the Customer shall be insolvent or shall be unable or shall admit its inability to meet its commitments promptly as and when the Company shall have the right (without prejudice to any further or other claims or right which the Company might have) forthwith to cancel any uncompleted order or to cancel or to suspend delivery and notwithstanding any other provisions of the Company's conditions of sale payments for any delivery already made shall immediately become due.

### 17. Jurisdiction

The construction validity and performance of this agreement shall be governed by the laws of England.