

DUAL ASPECT GROUP CONDITIONS OF SALE

1. DEFINITIONS

In these Conditions the following expressions shall have the following meanings:

- (a) "the Company" shall mean Dual Aspect Group (Dual Aspect Glass Ltd & Dual Aspect Home Improvements Ltd) and, where applicable, its assignees.
- (b) "the Buyer" shall mean the person, firm or company with whom any contract to sell Goods is made by the Company.
- (c) "Goods" shall mean the article or thing or any of them described in the contract or contracts between the Company and the Buyer for the sale or supply of goods.

2. HEADINGS

The headings of the clauses in these Conditions are intended for reference only and shall not affect the construction of these Conditions.

3. GENERAL

These Conditions shall be deemed to be incorporated in all contracts of the Company to sell Goods and in the case of any inconsistency with any order, letter, quotation or form of contract sent by the Buyer to the Company or any other communication between the Buyer and the Company whatever may be their respective dates, the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director on behalf of the Company. If any of the following Conditions or subsections are held to be illegal or unenforceable they shall be deemed severed from and not part of the Conditions and the remainder of the Conditions will not be affected.

4. ORDERS

Notwithstanding that the Company may have given a detailed quotation, no order shall be binding on the Company unless and until it has been acknowledged in writing by the Company provided that, where the Company gives a "Fixed Price" quotation it will be held for the time stated therein but will apply only to the quantities and types of products quoted and will be subject to the proviso that such products are available in the Company's standard range at the time the Buyer's order is placed.

5. Save as provided in Conditions 8b and 9 hereof, contracts or orders may not be cancelled except by agreement in writing of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said cancellation.

6. PRICES

- (a) Unless otherwise stated by the Company in writing, the price payable for Goods shall be the Company's list price for those Goods current at the date of despatch of the Goods.
- (b) All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.

7. CARRIAGE

- (a) Where the Buyer requests delivery in a manner other than that selected by the Company in Sub-clause (a) above any difference in price shall be charged to the Buyer's account.
- (b) In all cases the prices are exclusive of carriage and insurance to the Buyer's premises. All imported goods, unless specified, exclude duty and shipping costs which are chargeable.

8. PAYMENT

- (a) Payment terms are as shown on the Company's invoices.
- (b) The Company reserves the right to suspend supply of Goods if payment is not received timeously.

9. DELIVERY

- (a) All times or dates given for delivery of the Goods are given in good faith as estimates and without any responsibility on the part of the Company. Time of delivery shall not be of the essence of the contract.
- (b) The Company shall be entitled to delay or cancel delivery, or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing, obtaining or delivering the Goods by normal route, or means of delivery through any circumstances beyond its control, including but not limited to strikes, lockouts, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, or shortage or unavailability of raw materials from normal source of supply.
- (c) Advice of despatch is sent within 24 hours of despatch of the Goods and notification of non arrival of such Goods must be sent to the Company within seven days of the despatch date shown if the Goods have not been received. If the Goods are received damaged the Carrier's note should be endorsed by the Buyer accordingly, and the Company advised immediately and not later than seven days from the date of delivery. The Buyer must inspect the Goods within 24 hours of delivery. Where the Company is not advised of any damaged goods within seven days of delivery the goods shall be deemed to have been accepted by the Buyer.
- (c) Imported container goods exclude insurance unless specified and payment made in full prior to shipping. Liability for loss, damage or any incident resulting in a cost during any stage of the shipping process lies with the Buyer and Dual Aspect Group will carry no liability.

10. DEFAULT OR INSOLVENCY OF BUYER

If the Buyer shall fail to accept the Goods or any instalment thereof or shall fail to pay any sum due to the Company at the proper time; or if the Company believes the Buyer is unable to pay its debts as they become due; or if the Buyer shall enter into any form of insolvency, liquidation, administration or bankruptcy proceedings; or if the Buyer is a partnership, any of the foregoing applies to any partner; or if the Buyer is a company, any resolution or petition to wind up such company shall be passed or presented, or if a receiver of the whole or any part of such company's assets shall be appointed, the Company may determine wholly or in part any and every contract between the Company and the Buyer or may, by notice in writing, suspend further deliveries of Goods until any defaults by the Buyer are remedied.

11. SPECIFICATIONS

The Company reserves the right to alter the specifications of Goods without notice provided that in the Company's reasonable opinion such alterations result from an improvement in the relevant specification or do not materially adversely affect the

relevant specification. The copyright of all designs supplied remains the property of Dual Aspect Group.

12. BUYER'S DRAWINGS

The Company shall not be liable for imperfect work caused by any inaccuracies in any drawing, bills of quantities or specifications supplied by the Buyer. The Buyer warrants that any use of the drawings or specifications in producing the Goods will not infringe the intellectual property rights of any third party and the Buyer will indemnify the Company against all losses arising from any breach of this warranty.

Dual Aspect Group will supply / can supply upon request all decorative glass/ hardware images and item names for marketing of all products it supplies. Dual Aspect Group accept no responsibility for claims that could result for the use of other names and images other than those provided.'

13. PASSING OF TITLE AND RISK

- 13.1 Subject to Condition 13.2, title to the Goods shall not pass to the Buyer but shall be retained by the Company until the Buyer has paid all sums due by the Buyer to the Company.
- 13.2 Notwithstanding Condition 13.1, if the Buyer is resident or domiciled in England, Scotland or Wales, title to the Goods shall not pass to the Buyer but shall be retained by the Company until the Buyer has paid the Company the full purchase price of the Goods.
- 13.3 Until such time as title to the Goods passes to the Buyer:
 - (a) the Goods shall be kept separate from any other goods and shall be clearly marked and identifiable as belonging to the Company;
 - (b) the Company shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the Goods;
 - (c) for the purposes of (b), the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter into any premises where the Goods are held or kept, or are reasonably believed to be;
 - (d) the Company shall be entitled to obtain a Court interdict (both interim and final) or injunction to prevent the Customer from selling, transferring or otherwise disposing of the Goods;
 - (e) where the Buyer sells any of the Goods before title has passed, the Buyer shall be deemed to be selling the Goods on behalf of the Company and shall keep any sale proceeds in a separate account for the benefit of the Company; and
 - (f) where the Buyer incorporates the Goods into a new product, to such extent that the Goods are not practicably separable from the new product, the Company shall own the new product in common with the owner of the other materials used in the creation of the new product.
- 13.4 Notwithstanding Conditions 13.1 to 13.3, risk in the Goods shall pass upon acceptance of the Goods by the Buyer and, from delivery until such time as title passes to the Buyer, the Buyer shall insure the Goods to their replacement value, noting the Company's interest on the relevant insurance policy.

All designs created in part or in whole by Dual Aspect Group remain the intellectual property of Dual Aspect Group, either registered or non registered. This is inclusive of all drawings and photographic images.

14. LIABILITY AND DEFECTIVE GOODS

- (a) Any conditions or warranties (whether express or implied by statute or common law) are, to the extent permitted by law, hereby expressly excluded.
- (b) In substitution for all and any other rights which the Buyer would or might have had but for these Conditions the Company undertakes to supply free of charge at the place of delivery specified by the Buyer for the original Goods a replacement of the Goods if manufactured or processed by the Company in which a serious defect in materials or workmanship appears within thirty days of delivery to the Buyer provided that in any case the Goods have been accepted and paid for.
- (c) In the case of Goods not of the Company's manufacture the Company will pass on to the Buyer any benefits obtainable under any warranty given by the Company's supplier provided that the Goods have been accepted and paid for.
- (d) In order to exercise its rights under this paragraph the Buyer shall inform the Company within three days of the date when such defect appeared or ought reasonably to have been discoverable.
- (e) Nothing therein shall impose any liability upon the Company in respect of any defect in the goods arising out of fair wear and tear, the fitting, dismantling or altering of the Goods or fitting any attachments thereto after despatch from the Company's premises or arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents or any third party including in particular but without prejudice to the generality of the foregoing:
 - (i) any failure by the Buyer to comply with any recommendations of the Company as to storage and handling of the Goods; or
 - (ii) faulty installation or improper use.
- (f) The Company shall not be liable for any minor imperfections in glass which are inherent to the handling or manufacturing process. In addition, the criteria adopted for quality control on the Bevelpane process shall be used as a measure of acceptable quality levels.
- (g) The Company shall not be liable for indirect or consequential losses, regardless of how they were incurred, and any liability on the part of the Company shall be capped at 125% of the price payable under the relevant contract.
- (h) Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence.

15. REPRESENTATIONS

No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of the Company shall be construed to enlarge, vary, or override in any way any of these Conditions.

16. PROPER LAW

The contract shall in all respects be governed by the law of the United Kingdom and shall be deemed to have been made in the UK and the Buyer and the Company agree to submit to the exclusive jurisdiction of the UK courts.