

DOYLE & TRATT PRODUCTS LTD (VARILIGHT) GENERAL TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions will apply to the purchase of the goods detailed in our quotation or your order (Goods) by the Buyer (you) from Doyle & Tratt Products Ltd (a company registered in England and Wales under number 1158034) whose registered office is at Carylls Lea, Faygate Lane, Faygate, West Sussex, RH12 4SJ (the Seller, we or us).
2. These Terms and Conditions will be deemed to have been accepted by you when you accept them or the quotation or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you to the exclusion of any supplementary agreement between us and you or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A 'business day' means any day other than a Saturday, Sunday or bank holiday.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

Goods

7. The description of the Goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any other statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.
8. We make no warranty as to the accuracy of all general drawings including weights and dimensions issued and such drawings and any descriptions and illustrations contained in any catalogue, price list or other advertising material are for information only and are a general description of the Goods and do not form part of the Contract.
9. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements without prior notice.
10. If the Goods are to be manufactured or any process is to be applied to the Goods by us in accordance with a specification submitted by you, you shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

Pricing and orders

11. The price (Price) of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
12. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we may increase the Price prior to delivery.

13. Any increase to the Price under the clause above will only take place after we have told you about it.
14. The Price is exclusive of fees for packaging, tariffs, transportation, delivery and currency exchange
15. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any other competent authority.
16. No order submitted by you shall be deemed to be accepted by us unless and until we have confirmed it in writing.

Cancellation and Alteration

17. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
18. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of no longer than 6 months from the date issued or a period otherwise specified on the quotation unless expressly withdrawn by us at an earlier time.
19. No order which has been accepted by us may be cancelled by the Buyer except with the agreement by us in writing and on terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

Payment

20. We will invoice you for the Price either:
 - a. On receipt of your order;
 - b. On or at any time after delivery of the Goods; or
 - c. Where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them
21. You must pay the Price of our invoice according to the credit terms specified by us at the time of our first quotation unless subsequently agreed otherwise.
22. You must make payment according to those credit terms even if delivery has not taken place and/or that the title in the Goods has not passed to you.
23. If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 8% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.
24. The time for payment will be of the essence of the Contract between us and you.
25. All payments must be made in British Pounds unless otherwise agreed in writing between us.
26. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

Delivery

27. We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing.
28. If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.

29. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8am to 8pm.
30. If you do not take delivery of the Goods, we may, at our discretion and without prejudice to any other rights:
 - a. Store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and/or
 - b. Make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or
 - c. After 10 business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.
31. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.
32. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
33. We may deliver the Goods by installments, which will be invoiced and paid for separately. Each installment is a separate contract. Any delay in delivery or defect in an installment will not entitle you to cancel any other installment.

Inspection and acceptance of Goods

34. It is your responsibility to inspect the Goods on delivery or collection.
35. If you identify any damages or shortages, you must inform us in writing within 7 days of delivery, providing details.
36. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
37. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair or replace, or refund the Goods or part of them.
38. We will be under no liability or further obligation in relation to the Goods if:
 - a. You fail to provide notice as set above; and/or
 - b. You make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - c. The defect arises because you did not follow our oral or written instruction about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - d. The defect arises from normal wear and tear of the Goods; and/or
 - e. The defect arises from misuse or alteration of the Goods, negligence, willful damage or any other act by you, your employees or agents or any third parties.
39. You bear the risk and cost of returning the Goods.
40. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 5 days after delivery.

Risk and title

41. The risk in the Goods will pass to you on completion of delivery.
42. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
43. Until title to the Goods has been passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove,

deface or obscure any identifying mark or packaging on or relating to the Goods; and/or
(c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

44. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

Termination

45. We can terminate the sale of Goods under the Contract where:
- a. You commit a material breach of your obligations under these Terms and Conditions
 - b. You are or become or, in our responsible opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
 - c. You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
 - d. You convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in Para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition is presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Limitation of liability

46. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
47. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
48. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement of goods of similar description and quality in the cheapest market available, less the price of the Goods.
49. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
50. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
- a. Any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - b. Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - d. Any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - e. Any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
51. The exclusions of liability contained within this clause will not exclude or limit out liability for death or personal injury caused by our negligence; or for any matter for which it

would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Communications

52. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorized officer of that party).
53. Notices will be deemed to have been duly given:
 - a. When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
 - b. When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - c. On the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. On the tenth business day following mailing, if mailed by airmail.
54. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

Circumstances beyond the control of either party

55. Neither party shall be liable for any failure nor is delay in performing their obligations where such failure or delay results from any cause that beyond the reasonable control of that party. Such causes include but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other even that is beyond the control of the party in question.

No Waiver

56. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

57. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

58. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.