

1. DEFINITIONS AND INTERPRETATIONS

In these conditions: - 'Buyer' the person who buys or agrees to buy the goods from TWS (Leeds) Ltd. 'Conditions' the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the authorised representative of TWS (Leeds) Ltd. 'Contract' the agreement for the purchase and sale of the Goods 'Delivery Date' the date specified by TWS (Leeds) Ltd., when the goods are to be delivered 'Goods' the goods which the Buyer agrees to buy from TWS (Leeds) Ltd., specified on the order form to which these conditions are attached 'Price' the price for the Goods excluding carriage, packing, insurance and VAT. 'TWS (Leeds) Ltd.'. Whose registered office is at 31 Main Street, Garforth, Leeds West Yorkshire LS25 1AF.

'VAT' value added tax or any other purchase tax or levy replacing it from time to time.

2. CONDITIONS APPLICABLE

2.1 These Conditions shall apply to every Contract for the sale of Goods by TWS (Leeds) Ltd., to the exclusion of all other terms and conditions including any terms or conditions which the buyer may seek to apply under any purchase order. Confirmation of order or similar document.

2.2 for orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions and acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by TWS (Leeds) Ltd.

2.4 TWS (Leeds) Ltd., employees or agents are not authorised to make any representations concerning the Goods unless confirmed by TWS (Leeds) Ltd., in writing. In entering into the Contract the buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not confirmed in writing.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotations, price lists, acceptance of offer, invoice or other information issued by TWS (Leeds) Ltd, may be corrected by TWS (Leeds) Ltd, without any liability on its part.

3. ORDERS AND SPECIFICATIONS

3.1 The quantity, quality and description of any specification for the Goods shall be those set out TWS (Leeds) Ltd., quotation (if accepted by the Buyer) or the Buyer's order (if accepted by TWS (Leeds) Ltd).

3.2 TWS (Leeds) Ltd., may, from time to time, make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements; or, which do not materially affect the quality or fitness for purpose of the Goods.

3.3 No order which has been accepted by TWS (Leeds) Ltd., may be cancelled by the buyer, except with the agreement in writing of TWS (Leeds) Ltd., If the Buyer cancels he shall indemnify

TWS (Leeds) Ltd., 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 TWS (Leeds) Ltd., as a result of cancellation.

4 THE PRICE AND PAYMENT

- 4.1** The Prices in the official confirmation are fixed for the duration of the contract. Any delay requested by the Buyer resulting in TWS (Leeds) Ltd., suffering material or labour cost increases prior to delivery will be recoverable by TWS (Leeds) Ltd., from the buyer plus any attributable profit margin. The Price is exclusive of VAT which shall be due at the rate ruling on the date of TWS (Leeds) Ltd., invoice.
- 4.2** TWS (Leeds) Ltd., reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price of the Goods to reflect any increase in the cost to TWS (Leeds) Ltd., which is due to any factor beyond the control of TWS (Leeds) Ltd., any change in delivery dates, quantities of specifications for the Goods which is requested by the Buyer, or any delay caused by instructions of the Buyer or failure of the Buyer to give TWS (Leeds) Ltd., adequate information or instructions.
- 4.3** If the Buyer fails to make any payment on the due date then, without prejudice to any of TWS (Leeds) Ltd., other rights, TWS (Leeds) Ltd., may:
- 4.3.1** suspend or cancel deliveries to the Buyer and/or,
- 4.3.2** appropriate and payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as TWS (Leeds) Ltd., may in its sole discretion think fit; and/or,
- 4.3.2.1** charge the buyer interest (both before and after judgment) on the amount unpaid at the rate of four per cent per annum above National Westminster Bank plc base rate from time to time (or the same rate of another clearing bank notified by TWS (Leeds) Ltd., to the Buyer) until payment is made in full.
- 4.4** Unless agreed in writing by TWS (Leeds) Ltd., the Buyer will pay for the goods on delivery.

5.0 INTELLECTUAL PROPERTY

- 5.1** The specifications and designs of the Goods (including the copyright, design right and other intellectual property in them) shall as between the parties be the property of TWS (Leeds) Ltd.,
- 5.2** No right or licence is granted by this Contract to the Buyer under any patent, trademark, registered design or other intellectual property right, except the right to use or resell the Goods.

6.0 DELIVERY OF THE GOODS

- 6.1** Delivery of the Goods shall be made to the Buyer's address or other delivery address acceptable to TWS (Leeds) Ltd., on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2** TWS (Leeds) Ltd., shall not be liable for any loss or damage whatever due to failure by TWS (Leeds) Ltd., to deliver the Goods (or any of them) promptly. Time for delivery shall not be of the essence of the Contract.
- 6.3** Notwithstanding that TWS (Leeds) Ltd., may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full, provided that delivery shall be tendered at any time within two months of the Delivery Date.
- 6.4** It shall be the responsibility of the Buyer to check the Goods upon delivery for any missing Goods or part(s) thereof (missing items). If there are any missing items upon delivery the Buyer shall notify the driver of the delivery vehicle immediately and the Buyer and the driver shall make a written

record of the missing items on the delivery note and both the Buyer and the driver shall sign the note. TWS (Leeds) Ltd will replace such missing items free of charge within a reasonable time (time not being of the essence).

7.0 ACCEPTANCE OF THE GOODS

7.1 The Buyer shall be deemed to have accepted the Goods at the expiry of three working days after delivery of the Goods to the Buyer.

7.2 After acceptance the Buyer shall not be entitled to reject the Goods.

8.0 DAMAGED GOODS

8.1 If within seven days of the Delivery Date, the Buyer shall discover that any of the Goods were damaged or defective on delivery, such damage or defects being the responsibility of TWS (Leeds) Ltd., then only the following provisions alone shall apply:

8.1.1 The Buyer will notify TWS (Leeds) Ltd., in writing of the alleged damage or defect within those seven days.

8.1.2 The Buyer will return, at the Buyer's cost, the damaged or defective Goods to TWS (Leeds) Ltd., for inspection.

8.1.3 If, in the sole opinion of TWS (Leeds) Ltd., the damaged or defective Goods are not in accordance with this Contract and should be replaced by TWS (Leeds) Ltd., due to the damage or defect being the responsibility of TWS (Leeds) Ltd., TWS (Leeds) Ltd., will, within a reasonable time:-

8.1.3.1 replace or repair the damaged or defective Goods at its cost;

8.1.3.2 deliver the replacement Goods to the Buyer at TWS (Leeds) Ltd's cost.

8.2 If the Buyer requires an urgent replacement of defective or damaged Goods and requests TWS (Leeds) Ltd., in writing, to replace the Goods before the Goods have been returned to TWS (Leeds) Ltd., then the following procedure shall apply:

8.2.1 TWS (Leeds) Ltd, will manufacture and deliver the replacement Goods within a reasonable time.

8.2.2 TWS (Leeds) Ltd, will send an invoice for the replacement Goods to the Buyer for the cost of the replacement Goods and delivery.

8.2.3 Upon the Buyer returning the defective or damaged Goods, if in the sole opinion of TWS (Leeds) Ltd., the returned Goods are damaged or defective so as not to be in accordance with this Contract will issue a credit note to the Buyer for the invoice referred to in 8.2.2 ante and refund the return costs of the Buyer.

9.0 TITLE AND RISK

9.1 The Goods shall be at the Buyer's risk as from delivery.

9.2 In spite of delivery having been made, ownership of the Goods shall not pass from TWS (Leeds) Ltd., until:

9.2.1 the Buyer shall have paid the Price plus VAT in full;

9.2.2 and no other sums whatever shall be due from the Buyer to TWS (Leeds) Ltd.

9.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the TWS (Leeds) Ltd., fiduciary agent and bailee, and shall keep the Goods separate from those of the buyer and third parties and properly stored, protected and insured and identified as the seller's property, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.

9.4 TWS (Leeds) Ltd., shall be entitled to recover the Price (plus VAT) notwithstanding that ownership in any of the Goods has not passed from TWS (Leeds) Ltd., to the Buyer.

9.5 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are

still in existence and have not been resold), then TWS (Leeds) Ltd., shall be entitled at any time to require the Buyer to deliver up the Goods to TWS (Leeds) Ltd., and, if the Buyer fails to do so forthwith, to enter upon any premises of the buyer or any third party where the Goods are stored and repossess the Goods.

9.6 The Buyer shall not pledge, or in any way charge by the way of security for any indebtedness, any of the Goods which are the property of TWS (Leeds) Ltd., without prejudice to the rights of TWS (Leeds) Ltd., if the Buyer does so, all sums whatever owing by the Buyer to TWS (Leeds) Ltd, shall forthwith become due and payable.

9.7 The Buyer shall insure and keep insured the Goods to the full price against all risks to the reasonable satisfaction of TWS (Leeds) Ltd., until the date the ownership in the Goods passes from TWS (Leeds) Ltd., and shall whenever requested by TWS (Leeds) Ltd., produce reasonable evidence of the policy of insurance.

Without prejudice to the other rights of TWS (Leeds) Ltd., if the Buyer fails to do so, all sums whatever owing by the Buyer to TWS (Leeds) Ltd., shall forthwith become due and payable.

10 WARRANTIES AND LIABILITES

10.1 Subject to the terms set out below TWS (Leeds) Ltd., warrants that the Goods will at any time of delivery correspond to the description given by TWS (Leeds) Ltd., Except where the Buyer is dealing as a consumer (here meaning where the Buyer does not contract as a business) all other warranties, conditions or terms relating to quality, fitness or condition of the Goods and whether implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

10.2 Except in respect of death or personal injury caused by TWS (Leeds) Ltd., negligence, TWS (Leeds) Ltd., shall not be liable to the Buyer by reason of representation, or any implied warranty, condition or other term, or any duty at common law, or under express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of TWS (Leeds) Ltd., its employees, agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in these Conditions.

10.3 Where any valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to TWS (Leeds) Ltd., then TWS (Leeds) Ltd., shall be entitled to replace the Goods (or the part in question (or the part in question) free of charge or, at TWS (Leeds) Ltd.'s., sole discretion refund to the Buyer the price of the Goods (or a proportionate part of the price) but TWS (Leeds) Ltd., shall have no further liability to the Buyer.

10.4 In the event of any claim arising out of supply of the Goods by TWS (Leeds) Ltd., the remedies of the Buyer shall in all respects be limited to damages. The liability of TWS (Leeds) Ltd., shall not exceed the Price of the Goods.

10.5 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply of such Goods or the failure by TWS (Leeds) Ltd., to supply Goods which conform to the Contract.

10.6 Where glass defects are reported by the Buyer the guidelines of the G.G.F. and Pilkington Brothers plc will be deemed as the inspection criteria. TWS (Leeds) Ltd., will not be liable for any reported defects which fall outside these guidelines.

10.7 All promotional literature and drawings provided by TWS (Leeds) Ltd., or any of its suppliers are for general guidance only. Their contents do not form part of the Contract with TWS (Leeds) Ltd., unless specifically referred to in writing by TWS (Leeds) Ltd.

11 GENERAL PROVISIONS

11.1 Any notice required to be served pursuant to this act shall be in writing and served by first class post; or by hand on TWS (Leeds) Ltd. At its registered office or such other address as TWS (Leeds) Ltd. may from time to time notify to the Buyer; and on the Buyer at the Buyer's registered office or principal place of business.

11.2 Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.

11.3 act by reason of any delay in performing or any failure to perform any of TWS (Leeds) Ltd's obligations in relation to the Goods if the delay or failure was due to any cause beyond TWS (Leeds) Ltd's reasonable control.

11.4 TWS (Leeds) Ltd. may cancel this Contract at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice TWS (Leeds) Ltd. shall promptly repay to the Buyer any sums paid in respect of the Goods insofar as relating to price. TWS (Leeds) Ltd. shall not be liable for any loss or damage whatever arising out of such cancellation.

11.5 No waiver or forbearance by TWS (Leeds) Ltd. (whether expressed or implied) in enforcing any of its rights under this Contract shall prejudice its rights to do so in the future.

11.6 This Contract is only enforceable by the original parties to it and their successors and permitted assigns. Nothing in this Contract shall confirm on any third party any benefit or right to enforce any term of this instrument pursuant to the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of a third party apart from the said Act.

12 PROPER LAW OF CONTRACT

12.1 The Contract shall be subject to the laws of England and Wales.

12.2 TWS (Leeds) Ltd., and the Buyer submit to the exclusive jurisdiction of the courts of England and Wales and irrevocably agree that proceedings issued out of the said courts may without prejudice to the rules of service of such courts be served on them by delivering such proceedings in an envelope addresses to the party to be served at the address for such party set out in the Contract.